

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 20-CDBGDR17-002	PURCHASING AUTHORITY NUMBER (If Applicable) 2240
--------------------------------------------	------------------------------------------------------------

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

SLSCO, Ltd.

2. The term of this Agreement is:

START DATE

Upon DGS Approval

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$47,627,500.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	19
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C *	General Terms and Conditions - GTC 04/17	5
+ - Exhibit D	HCD Additional Contract Terms - Personal/Consulting Services (Rev. 10/28/2020)	13
+ - Exhibit E	CDBG-DR Terms and Conditions (Rev. 02/2021)	5
+ - Attachment A	Resumes	20
+ - Attachment B	SLSCO Acceptance and Assumptions Letter	2
+ -	"The Department hereby acknowledges that SLSCO Ltd, a Texas Limited Partnership, is qualified and registered to do business as a foreign corporation in the State of California under the trade name SLSCO LP."	
+ -		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

SLSCO, Ltd.

CONTRACTOR BUSINESS ADDRESS

6702 Broadway

CITY

Galveston

STATE

TX

ZIP

77554

PRINTED NAME OF PERSON SIGNING

Josh Hulen

TITLE

Senior Vice President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

May 26, 2021

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of Housing and Community Development				
CONTRACTING AGENCY ADDRESS 2020 West El Camino Avenue, Suite 130		CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Melissa Cisneros		TITLE Section Chief, Contract Services		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Melissa Cisneros</i>		DATE SIGNED <i>5/27/2021</i>		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		



EXHIBIT A

SCOPE OF WORK

1. SLSCO, Ltd., hereafter referred to as the (“Contractor”), agrees to provide to the Department of Housing and Community Development, hereafter referred to as (“HCD” or “Department”) with “Full-Service CDBG-DR Construction Management and Delivery Services” (“Work”) as described herein.
2. Work shall be provided throughout California during the hours of 8:00 am to 5:00 pm, Monday through Friday, excluding State observed holidays, as applicable.
3. The Representatives during the term of this Agreement will be:

Department of Housing and Community Development	SLSCO, Ltd.
Section/Unit: Division of Financial Assistance (DFA) Disaster Recovery Section (DRS)	Project Manager: Josh Hulen
Contract Manager: Susan Naramore	Title: Senior Vice President
Address: 2020 West El Camino Avenue, Suite 200 Sacramento, CA 95833	Address: 6702 Broadway Galveston, TX 77554
Phone No.: (916) 263-0371	Phone No.: (713) 880-8411
Email: susan.naramore@hcd.ca.gov	Email: jhulen@slsco.com

4. Specifications and Detailed Description of Work

Overview

Contractor shall provide management and support of construction activities including possible rehabilitation, design-build reconstruction, and MHU replacement services for the Owner-Occupied Rehabilitation (OOR) Program. These services could potentially expand to accommodate other future and similar housing recovery programs yet to be defined. This includes programs resulting from existing and future disasters and/or future programs through federal or state funding, or other special grants which would require the same scope of work. The Contractor shall be paid the unit cost rate as set forth in Exhibit B for all programs served.

The Contractor will be responsible for successfully managing and delivering the construction activities necessary for all projects, including entering into appropriate contracts and agreements with subcontractors and third-party vendors, disbursing funds to construction contractors, monitoring compliance, and completing all other activities

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required to close out the program. The Contractor shall coordinate with local governments, other OOR Program consultants, and HCD Division staff, including but not limited to Disaster Recovery Section (DRS), DFA, and Codes and Standards.

The Contractor will also be responsible for working with the Homeowner Assistance Program Management Services (HAPM) contractor, which was awarded in a separate RFP (posted on January 9, 2020 and closed on January 31, 2020, contract #19-CDBGDR17-001-A). The Contractor will be responsible for implementing and integrating the Construction Management (CM) processes within the most recently available version of the OOR Program policies and procedures developed by the HAPM contractor and HCD-DRS staff.

If the other contractors or consultants are non-responsive, HCD expects to be notified within 24 hours, but no longer than 72 hours.

- A. The Contractor's responsibilities will include, but not be limited to, the following:
- 1) Maintaining a complete understanding of all applicable program policies, requirements, and protocols.
 - 2) Understanding and compliance with California Codes of Regulations, specifically Title 24 – California Building Standards Code and Title 25 – Housing and Community Development.
 - 3) Conducting the initial inspection of an applicant's damaged dwelling where a damage assessment and/or Construction SOW will be completed using the Contractor-provided industry standard residential construction cost estimating software. HCD will not provide, own, or operate the construction cost estimating software, nor will it be housed on the HCD servers. The inspection will address all environmental on-site requirements necessary to complete the final clearance and allowance for notice to proceed.
 - 4) The Construction SOW assessment and environmental review report and clearance must be uploaded in eGrants for task delivery to be considered complete and prior to construction commencing.
 - 5) Additionally, subsequent inspections focused on payment requests for completed work for applicants participating in Solution 2, the Homeowner Managed Solution (see description below), are required. The Construction Scope of Work assessment and environmental review report and clearance must be uploaded in eGrants for task delivery to be considered complete.
 - 6) Prepare plans and design documents for the rehabilitation or reconstruction of damaged dwellings based on the Construction Scope of Work for the Solution 1, Turnkey (see description below). Approve design plans to ensure compliance with all program, federal state and local building standards for Solution 2 projects.

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- 7) FEDERAL ENVIRONMENTAL REVIEW RECORD (ERR) - TIER II SITE SPECIFIC STATE ENVIRONMENTAL REVIEWS PER CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) The Contractor shall provide the appropriate level of review per state and federal environmental requirements. The Contractor shall ensure that all CEQA reviews are completed within the same timeframes as the HUD mandated environmental reviews.
 - 8) LEAD-BASED PAINT – The Contractor shall be responsible for ensuring lead-based paint has been tested, properly disposed, abated, and/or cleared prior to construction starting on all projects. All lead-based paint work must comply with Federal and state regulations. See 24 CFR Part 35 Subparts B-R for further details.
 - 9) ASBESTOS-CONTAINING MATERIALS – The Contractor shall be responsible for the initial screening and inspection of the property prior to work being done to look at the potential for asbestos-containing materials. A higher-level of screening may be needed to determine extent and type of asbestos present. If any kind of renovation is being considered, structures must be inspected and standardized practices that comply with the California Division of Occupational Safety and Health (also known as Cal/OSHA) regulations must be employed if asbestos is found and will be disposed of properly.
- B. Tasks to be accomplished under this Agreement will be addressed with associated deliverables, outlined in this Exhibit (see Section 8. Tasks and Services), performance measures, milestones, and timelines. The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks outlined in the CM RFP Scope of Work and assigned under this Agreement. The CM Scope of Work presented here is based upon known circumstances existing currently. HCD reserves the right to modify or delete the Contractor's Scope of Work listed and, if appropriate, add additional tasks and services prior to and during the term of the Agreement, subject to the approval of the HCD-DRS State Program Manager and the Department of General Services (DGS).
- C. In addition to HCD-DRS and the HAPM contractor, the CM Contractor will maintain close coordination and cooperation with HCD-DRS's Prime Grant Management Contractor (PGMC) responsible for assisting HCD-DRS with overall grant management technical assistance with the State's CDBG-DR allocations. Communication is anticipated and expected between all parties on a daily basis. The PGMC has been procured via a separate RFP posted on August 13, 2019 and titled "CDBG-DR Prime Grant Management Services," for the purposes of grant administration, technical assistance, developing policies and procedures, monitoring and compliance and performance and process management. The resulting contract is 19-CDBGDR-13032 A1.

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5. OOOR Program Solutions

The OOR Program will provide eligible homeowners the choice of two (2) Solutions:

- A. SOLUTION 1. Turnkey (Full Service) solution whereby the Contractor evaluates each eligible, damaged dwelling and creates the Construction Scope of Work, then performs or contracts for all needed services-environmental reviews, lead-based paint and asbestos testing, construction, etc. to restore the dwelling to minimum OOR program standards as required by state and federal regulations and set forth in the most recent version of Program Policies and Procedures Manual. This solution may include a full reconstruction of the dwelling or rehabilitation depending on the state of the home. This solution will also replace damaged MHUs, oversee demolition and/or haul away services (if necessary), site clearing, site preparation, and installation of new MHU.
- B. SOLUTION 2. Homeowner Managed Construction where the owner has already engaged a construction contractor or chooses to engage in a construction contract independently for the rehabilitation or reconstruction of their damaged dwelling. The Contractor will review applicant-provided plans and contractor bids to approve and ensure cost reasonableness, complete construction monitoring and oversight, complete milestone inspections, and provide environmental services for the construction of the home.

6. OOOR Reconstruction and Rehabilitation Scopes of Work

A. RECONSTRUCTION SCOPE OF WORK

The Contractor will be responsible for a complete reconstruction of the home, either substantially within the same footprint as the prior home or, where permitted, on a different footprint on the same property. The Scope of Work for each reconstructed structure will vary but may include, although not be limited to, the following:

- 1) Coordination with the property owner and his/her family from issuance of a work order to obtaining a certificate of occupancy for closing;
- 2) Utility disconnection and deactivation/reconnection and reactivation;
- 3) Demolition of existing structure;
- 4) Debris removal in accordance with all federal, state and local requirements, including all abatement needs. This can include removal of burned trees;
- 5) Providing architectural and house plan renderings, as well as engineering and architectural services;
- 6) Site preparation including fencing removal and replacement;
- 7) Construction of new residential structures in accordance with all applicable local and state, federal, codes and standards;

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- 8) Accessibility and design of projects to comply with the American with Disabilities Act of 1990 (if applicable) unless a HUD exception applies;
- 9) If necessary, a California Licensed construction General Contractor (GC) will be prepared to assess abatement needs and do any required abatement on existing structures on the project. GC will work with CM on any demolition abatement work to assess whether the full structure should be demolished pursuant to hazardous waste requirements or if only certain sections of the demolished structure should follow hazardous waste requirements. Survey certificate requirements when applicable; and
- 10) Lead, asbestos, radon, and other environmental services, where applicable.

B. REHABILITATION SCOPE OF WORK

It is anticipated that structures eligible for rehabilitation will require an array of repairs ranging from minor to major. The scope of work for each repaired structure will vary, but may include, although not be limited to, the following:

- 1) Obtaining all necessary state and local permits and approvals prior to commencement of the work for each structure;
- 2) Tier 2 Environmental reviews;
- 3) Demolition of damaged interior and exterior materials;
- 4) Foundation leveling, repair, excavation;
- 5) Structural damage repair;
- 6) Building envelope repair, including:
 - a) Roof repair or replacement and addressing any attendant damage, including to shingles, gutters, and shutters
 - b) Door and window replacement/repair, or removal
 - c) Siding/veneer repair or replacement, or removal
 - d) Mechanical (HVAC), replacement of electrical (including panels) and plumbing systems repair, reconfigure, and replacement of drywall repair or replacement;
 - e) Rough and trim carpentry;
- 7) Surface preparation and painting;
- 8) Flooring repair, replacement/removal;
- 9) Cabinet and appliance repair or replacement;
- 10) Lead-based paint, asbestos and other environmental abatement;
- 11) Specialty construction elements associated with historic properties,
- 12) Wind mitigation and retrofitting measures;

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- 13) Specialty construction elements associated with Green Building Construction techniques (as required by HUD);
- 14) Accessibility and design of projects to comply with the American with Disabilities Act of 1990 (if applicable)
- 15) Conducting close-outs for each project, which includes obtaining certificate(s) of occupancy from applicable state and local authorities; and
- 16) Survey certificate requirements when applicable.

C. MHU Acquisition, Delivery and Installation Services

- 1) Based on a scope that meets homeowner needs, provide OOR Program applicants options for two (2), three (3), and four (4)-bedroom MHUs, to be used under Solution 1, the Turnkey Solution. MHU options must have alternatives to ensure ADA compliance and meet the California Building Standards Code. Plans must also have Chapter 7A alternatives to meet Wildland-Urban Interface (WUI) building codes for ignition resistant construction in California's Fire Hazard Severity Zones.
- 2) Provide labor to carry out acquisition, delivery, and install services for replacement MHUs from the manufacturer or staging area to the site of installation. This includes ensuring all required Department of Transportation hauling permits are obtained by the hauler.
- 3) Provide the capacity and resources to ensure compliance with the Americans with Disabilities Act (ADA), meeting California Building Standards Code, Chapter 7A for Wildland-Urban Interface (WUI) for ignition resistant construction; and local building and zoning codes.
- 4) Provide rapid resolutions to problems, changes encountered.
- 5) Manage and monitor all tiers of subcontractors.

Ensure all staff and subcontractors know and enforce all applicable California Building Standards Code requirements and program policies required by HCD, local jurisdictions, and/or HUD.

7. Contractor's General Requirements for All Solutions

- A. The Contractor will work with the HAPM contractor's case managers to explain homeowner's options regarding the two or three available solutions, so that the homeowner may make an informed decision as to which solution to pursue. The solutions outlined above will be detailed in the OOR policies and procedures, (to be provided by HCD-DRS) and HCD-DRS will oversee the decision process.

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- B. The Contractor must ensure all staff and subcontractors know and enforce housing policies required by HCD-DRS's OOR Program and HUD (including, but not limited to, those addressing MHUs, minimum standards, mold remediation, lead-based paint, asbestos, Wildland Urban-Interface (WUI) code requirements of the California Building Code - Title 24, Chapter 7A, floodplain requirements, etc.). The CM Contractor must also both ensure and document compliance with these requirements.
- C. The Contractor shall conduct criminal background checks for all personnel to be utilized for the program and ensure that only those who can successfully pass said checks are engaged on the project.
- D. The Contractor shall provide all staff and subcontractors working outside of established program offices with identification, including a standard color collared shirt and photo identification provided by HCD. The words: 'ReCoverCA Program' and 'Contractor' are required to be clearly visible on both the shirt and photo identification badges, which shall be designed to discourage and reduce chances of counterfeiting.
- E. All Contractor staff and subcontractors meeting with homeowners must possess and present at all times approved work orders showing authorization to survey and conduct work on their homes. Work orders must clearly identify the Construction Scope of Work and anticipated timelines for work completion as the CM Contractor must also provide documentation to the homeowner explaining the rights of the homeowner throughout the construction process.
- F. The Contractor will follow the HAPM's escalation and resolution protocol for any homeowner issue resulting from contract operations and engagement and shall keep HCD informed as to the progress of all complaints.
- G. The Contractor will report to the HCD Contract Manager and HCD DRS Section Chief any evidence of fraud or potential criminal activity by the homeowner as soon as possible but no later than two (2) workdays from discovery.
- H. HCD expects the Contractor to provide competent and qualified staff to work on the scope of services under this Agreement. HCD reserves the right to prohibit unqualified or incompetent staff of the Contractor from assisting with the implementation and administration of the program(s). No key personnel may be assigned to this Agreement without HCD's written consent. The Contractor will be paid at the unit rate listed in Exhibit B for all milestones completed. The Contractor will be required to coordinate with HCD on staffing during recognized State and Contractor holidays.
- I. All members of the CM Contractor's team performing construction work and/or running construction crews must be licensed as either Class "B" or Class "C", as

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appropriate for the work being performed, by the California Contractors State License Board (CSLB).

8. Tasks and Services

This section provides a detailed list of tasks and services the Contractor will be responsible for providing under this Agreement. The Contractor will be responsible for entering information and uploading documents related to these tasks in the applicable State-approved system of record, eGrants, on a daily basis. At the direction of the State Program Manager (SPM) or designee, the Contractor will be responsible for performing the tasks identified below which may include, but are not limited to, the following:

- A. Task 1 – Administrative Requirements
 - B. Task 2 – Operational Requirements
 - 2.1. Design Review and Approval
 - 2.2. MHU Repairs, Site Preparation, and MHU Installation
 - 2.3. Inspections and Construction Scope of Work
 - 2.4. Environmental Review Requirements
 - 2.5. Inspectors and Estimators
 - C. Task 3 – Close-Out
 - 3.1. Final File Disposition/Inspections of Construction Complete
 - 3.2. Record Keeping
 - D. Task 4 – Reporting
 - 4.1. Progress Reporting – Weekly and Monthly
 - 4.2. Deliverables
- A. Task 1: Administrative Requirements
- 1) Complete the hiring of at least 40% of the personnel (including personnel of subcontractors) within thirty (30) days of the Effective Date required to operate the programs. All contractors are required to comply with all state and federal labor wage requirements.
 - 2) Enter into contracts with all subcontractors required to operate the program within thirty (30) business days of the Effective Date of this Agreement. All contracts must adhere to federal procurement standards.
 - 3) Prepare all electronic documents with necessary privacy protections that are AB 434 (Assembly Bill No. 434 (2017-2018 Reg. Sess.) §1) (State Web Accessibility) and Section 508 (of the Rehabilitation Act) compliant.
 - 4) Within the full program policies and procedures manual (to be provided by HCD-DRS), provide guidance and direction to be included in the policies and procedures for:

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- a) Determining Construction Scope of Work required for construction completion (in coordination with the HAPM contractor),
 - b) Approval of plans to ensure reconstructions meet all program design standards (Homeowner-Managed Construction Solution 2),
 - c) Procedure for construction inspections management and oversight,
 - d) State the industry standard residential construction cost estimating software being utilized, to ensure standard grade costs are being used, for the Construction Scope of Work, and
 - e) Procedures for construction closeout.
- 5) At the request of HCD/HCD-DRS, make senior managers of the Contractor and subcontractor firms available for media interviews, meetings with federal officials, and other necessary external meetings, each instance of which must be requested by and/or approved by a designated representative of HCD.
 - 6) Any other unforeseen tasks deemed mission-critical by HCD.
 - 7) Contractor must use eGrants to implement and operate the Construction, Design-Build, Management Services for the program. Use of the system will include but is not limited to data entry, uploading documents, and tracking project progress using eGrants.
 - 8) Contractor must set up a profile in and use Grants Network (Grant Management System) to manage this Agreement and submit invoices for payment. HCD will provide training to Contractor on this system.

B. Task 2: Operational Requirements

2.1. Design Review and Approval

- 1) Approval of design plans for rehabilitation and reconstruction to ensure compliance with all Program, federal, state, and local building standards and requirements.
- 2) Provide design plans for two, three, and four-bedroom homes to be used under Solution 1. Plans must have alternatives to ensure ADA compliance and meet the California Building Standards Code. Plans must also have California Building Standards Code, Title 24, Chapter 7A listed building alternatives to meet Wildland-Urban Interface (WUI) building codes requirements for ignition resistant construction.

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- 3) Provide a team of licensed, bonded, and insured contractors to provide construction services for those applicants who choose Solution 1 or 2.
- 4) Provide the industry standard residential construction cost estimating software.
- 5) Subcontract with entities that have experience and expertise working with MHUs. This experience should include, but not be limited to site preparation, installation of new, compliant MHUs, and all site work and compliance with local codes and permitting requirements.
- 6) Oversee program operations and administration related to the construction management services to meet the performance measures, and timelines prescribed for all program solutions.
- 7) Provide status reports to HCD that reflect the major activities for the reporting period as specified by HCD-DRS for internal reporting related to project milestones and HUD-related reporting (e.g. monthly, quarterly).
- 8) Communicate proposed quality assurance/quality control procedures and potential program risks, issues, statuses, recommendations, and resolutions to HCD.
- 9) Track and complete inventory of all items purchased with program funds or provided by HCD.
- 10) Scale staff to efficiently run the Program.
- 11) Coordinate with HCD-DRS and other external entities, to conduct research and provide information related to the program.

2.2. MHU Repairs, Site Preparation, and MHU Installation

- 1) Obtain all permits for demolition, if applicable, and setting of the new MHU unit (including any separately filed permits for applicable site work) and supply copies of progress reports and issuance of certificate of occupancy to the HAPM contractor.
- 2) Provide rehabilitation services for MHUs that qualify under the Program.
- 3) Prepare the site to allow for the installation of the new unit. Site work will include the removal of any obstructive landscaping, leveling of site, fill, or drainage modifications (including the installation of a driveway culvert, drainpipe and/or apron if required for the permit).
- 4) Perform installation and immobilization services for the MHU following delivery including, but not limited, to repairing or replacing footings,

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perimeter supports, piers, anchoring and skirting, completing stairs and landings (or handicap accessible ramps as required), handrails, guardrails, and connection to all utilities. All installation and immobilization services must be in accordance with HUD MHU Home Installation Standards as required by 24 CFR Part 3285 and follow any more restrictive requirements that may be detailed by state or local building codes or specific park locations.

- 5) Install air conditioning systems (type of air conditioning system is to be determined).
- 6) Include re-grading of driveway and installation of new gravel as needed from apron to unit, and
- 7) MHU Specifications:

The selected Contractor shall provide single-wide, double-wide, and triple-wide MHUs with the following specifications:

- a) General
 - Compliance with Title 24, Code of Federal Regulations, Part 3280 – Manufactured Home Construction and Safety Standards. All MHUs shall also be in compliance with any state or local building codes that exceed Federal requirements for MHU unit construction, including Wildland-Urban Interface codes in the California Code of Regulations, Title 25m Article 2.3. (<https://www.hcd.ca.gov/building-standards/state-housing-law/wildland-urban-interface.shtml>)
 - Provide single-wide, double-wide and triple-wide units
 - Option for units compliant with American Disabilities Act may be required including, but not limited to, (wheelchair accessible doorways, kitchen and bathroom(s)).
- b) Floor
 - Living room/bedrooms: Carpet
 - Kitchen/bathrooms: Vinyl
- c) Exterior
 - Siding material: Wildland-Urban Interface (WUI)-compliant material
 - Sheathing: Standard Grade but must meet WUI standards if different than standard grade.
 - Color: Factory Select or per site specifications as required.
 - Shutters: None

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- d) Windows and Doors
 - Windows: Windows and storm windows that meet HUD's Thermal Zone 2 requirements
 - Front Door: Doors that meet HUD's Thermal Zone 2 requirements w/ storm
 - Rear Door: Out swing door that meets HUD's Thermal Zone 2 requirements

- e) Roof/Ceiling
 - Roof material: Minimum 20-year shingles
 - Insulation: Blown cellulose or fiberglass batting
 - Ceiling slope: Flat

- f) Plumbing
 - Kitchen sink: Drop-in stainless-steel double bowl
 - Bathroom sinks: Standard Grade
 - Faucets: Standard Grade
 - Water heater: Electric

- g) HVAC
 - Heat: Electric with a gas option
 - Air Conditioning (AC): Provide option for external electrical circuit for condensing unit (if being provided by the Program, installation of the AC system will be provided by the CM Contractor).

- h) Electrical
 - Load Center: 200-amp service, but 100 amp will be allowed when gas option ordered – gas range and gas furnace.
 - Interior Receptacles and Switches: White/factory select
 - Phone Jack: None
 - AC: Conduit

- i) Interior Features/Appliances
 - Cabinets: Medium-Density Fiberboard
 - Countertops: Formica
 - Backsplash: None
 - Refrigerator: 20 cu. ft. minimum
 - Range: Electric (Gas Optional)
 - Range hood: 30"-wide hood

- j) Thermal
 - Doors, windows, and insulation that meets the Thermal Zone II requirements.

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- k) Fire Safety
- An interior Fire Sprinkler System that meets the California Code of Regulations, Title 25, § 4302 (1).
 - Meet Wildland-Urban Interface (WUI) standards for ignition resistant construction in California's Fire Hazard Severity Zones

2.3. Inspections and Construction Scope of Work

HCD anticipates the following inspections will be required, at a minimum:

- 1) Initial damage inspection: Involves the initial inspection of an applicant's damaged dwelling where a damage assessment and/or complete Construction Scope of Work will be completed using web-based, industry standard residential construction cost estimating software. The inspection should also address all environmental on-site requirements necessary to complete the final clearance and allowance for notice to proceed. The Construction Scope of Work and environmental review report and clearance must be uploaded in eGrants for task delivery to be considered complete. The CM Contractor shall complete the first initial damage inspection within sixty (60) calendar days of the start date of this Agreement. All subsequent initial damage inspections shall be completed within thirty (30) calendar days of the order date.
- 2) Plan/Design Review: Review and approval of the plans/design documents for the reconstruction or rehabilitation under Solutions 1 and 2. The CM Contractor shall complete and receive approval of the plans/design documents for reconstruction or rehabilitation within thirty (30) calendar days of completion of the initial damage inspection.
- 3) Construction Inspections: Subsequent inspections focused on the contractual draw requests for applicants participating in Solution 1 or 2 are required. The inspection schedule is based on the solution and construction schedules.
- 4) Final Inspections: Final inspections for all Solution 1 and 2 rehabilitation and reconstruction projects when construction has been completed. Schedule post-installation final inspections for MHUs with HCD-DRS.

2.4. Construction Warranty

In accordance with California Civil Code 900, a builder shall provide a homebuyer with a minimum one-year express written limited warranty covering the fit and finish of the following building components:

- Cabinets
- Mirrors
- Flooring

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- Interior and Exterior Walls
- Countertops
- Paint Finishes
- Trim

Building contractors for both Solution 1 and Solution 2 projects must provide all express warranties prior to the inspector signing a final inspection form. Photographs of the construction work must be taken for documentation purposes. Homeowners must be provided with a warranty information binder detailing building warranties. Homeowners must also be provided instruction booklets and information for warranted items, such as appliances, that are not the Contractor's responsibility. The homeowner will be asked to sign an acknowledgement form indicating that they have reviewed warranties with their building contractor.

2.5 Environmental Review Requirements

- 1) Complete HUD mandated Environmental Reviews per 24 CFR Part 58, for the OOR Program.
- 2) The CM Contractor will provide Tier II reviews as appropriate. (A Tier II Site Specific Review for Properties is also referred to in this document as a Tier II review). The CM Contractor shall ensure that all Tier II reviews are completed within forty-five (45) calendar days or less from the time the Tier II review is ordered unless agreed to by HCD and the CM Contractor. HCD has begun the Tier I process for the OOR Program and anticipates the NEPA Tier 1 environmental reviews will be complete when the CM Contractor is brought on board.
- 3) Complete State-mandated Environmental Reviews per California Environmental Quality Act (CEQA), for the ReCoverCA OOR Program (unless projects are determined to be exempt by HCD-DRS). The CM Contractor will provide the appropriate level of review as needed for the program. The CM Contractor shall, if applicable, ensure that all CEQA reviews are completed within the same timeframes as the HUD mandated environmental review. The expectation is that both reviews will be completed concurrently. For more information see: <http://opr.ca.gov/clearinghouse/ceqa/> Assist in the Coordination with oversight/regulatory agencies etc. for permits and/or compliance resolution. The Contractor shall consult with all required reviewers and agencies regarding the receipt of all necessary documents and permits for compliance. This shall include liaison to resolve HUD Section 106 review and requirements between the homeowner, the State Historic Preservation Office (SHPO) and the California Native American Commission (NAHC) as needed. <https://www.ca.gov/agency/?item=Native-American-Heritage-Commission>

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- 4) Perform lead-based paint inspections and risk assessment when required.
- 5) Complete initial screening and inspection of the property prior to work being done to look at the potential for asbestos containing materials. A higher-level of screening may be needed to determine extent and type of asbestos present. If any kind of renovation is being considered, structures must be inspected and standardized practices that comply with the Cal/OSHA regulations must be employed if asbestos is found that may be disbursed into the air. Make certain that contract specifications and documents address these practices and include inspection, testing, removal and final clearance procedures that meet or exceed applicable health codes. The regulatory requirements apply to worker exposure to asbestos, procedures for abating asbestos when a building undergoes rehabilitation and disposal of asbestos containing materials.
- 6) The Contractor shall coordinate and consult with, follow all guidance provided by, and report regularly to, HCD-DRS and HUD environmental officials. Reporting requirements shall be completed on a monthly basis by the Contractor. This monthly report shall detail the status of each work order, showing the percent complete and any outstanding items.
- 7) Liaise with agencies as necessary to facilitate environmental reviews.
- 8) Any other job duty that relates to 24 CFR Part 58 HUD Environmental or CEQA requirements.

2.6. Inspectors and Estimators

- 1) Inspectors and/or estimators will develop, using both the web-based construction job analysis and cost estimator software and the OOR Program policies and procedures, the repair and reconstruction scope of work and cost estimate for each damaged dwelling. The CM Contractor will provide a web-based construction job analysis and industry-standard cost estimation software, and the CM Contractor, HAPM contractor, and HCD-DRS will mutually agree to all optional and site-specific factors. The Contractor, HAPM contractor, and HCD-DRS will also mutually agree on reasonable timelines for initiating and completing work within OOR Program requirements.
- 2) Coordination with the HAPM contractor, and specifically case managers, to explain to the homeowner what damages are eligible for the Program. The CM Contractor shall coordinate with the case managers to obtain all necessary documentation which may include pre-construction pictures demonstrating the 2017 or 2018 disaster related damages and the pre-construction condition of elements identified for inclusion in the proposed Construction Scope of Work.

EXHIBIT A

- 3) The CM Contractor shall coordinate with the homeowner and case manager to conduct a pre-award site inspection of each damaged dwelling for purposes of completing a damage assessment. This assessment will determine the cost to rebuild (square footage assessment) or to repair the damaged dwelling for use in the Construction Scope of Work to restore the home to the HCD-DRS approved standards. Estimates shall be developed using the web-based construction job analysis and cost estimating software, which will provide the maximum Construction Scope of Work calculation. The CM Contractor will then monitor construction efforts and certify that work that was done was within the approved parameters of the Construction Scope of Work.
 - 4) Track and record GPS coordinates for all inspections.
 - 5) Complete turnkey construction services for Solution 1 including construction contractor selection, construction inspections, and contractor oversight throughout the construction process.
 - 6) Provide construction advisory services to homeowners (Solution 2) including but not limited to: Pre-bid meeting; construction contractor selection; review and approval of bids; provide template contracts; draw inspections and sign-off of completed work.
- C. Task 3 – Close Out

3.1. Final File Disposition/Inspections of Completed Construction

Completion of the following for all Solution 1 and 2 projects:

- 1) Certificate of occupancy;
- 2) Final NEPA Environment Review Record, the written environmental review record or file, clearance and CEQA clearance as outlined in section 2.4 (if required);
- 3) Passing of state and local permit inspections;
- 4) Homeowner repair/reconstruction warranty execution; and
- 5) Homeowner certification that work is complete.

The CM Contractor may bill for this unit along with the agreed fee based on the Construction Scope of Work once all of the following is completed: the completion of the construction work, homeowner approval of all work, the Certificate of Occupancy has been received and filed with the Program, and the national objective has been met.

EXHIBIT A

3.2. Record Keeping

During all phases of the project, the CM Contractor shall maintain copies of all documents and construction reviews. The project files must be well organized and indexed for easy access. These documents consist of:

- 1) Studies
- 2) Formal design submissions
- 3) Corresponding design review reports
- 4) Minutes from formal design meetings
- 5) Final cost estimate
- 6) Modifications to the Construction Scope of Work
- 7) Documentation of clarifications and decisions
- 8) General Correspondence
- 9) Other records and documents as required by HUD for CDBG-DR funded projects, and other records in a format and storage location acceptable to HCD for a duration of time that is compliant with CDBG requirements.

D. Task 4 – Reporting

4.1. Progress Reporting- Weekly and Monthly

An executive summary prepared by the CM Contractor, consisting of a one-page overview of the week's progress.

- 1) Create reports to track performance, inventory, staffing levels and status of homeowners throughout the construction process.
- 2) Create charts and maps of designated areas as requested by HCD-DRS.
- 3) Summary of the week's major milestones (planned and actual).
- 4) A cost summary, covering base contracts, contract modifications, claims, and other cost issues.
- 5) Critical issues or synopsis of important problems and issues HCD-DRS should be made aware of.
- 6) Minutes of meetings held during the week.

Monthly progress reports shall describe and summarize the activities and progress of the month, highlighting areas of concern, and making recommendations for corrective action. These reports must include:

- 1) Master project schedule, with updates and revisions.
- 2) Key milestones, including a discussion of issues affecting the schedule.
- 3) Work-in-place, or percentage of construction planned and actual.

EXHIBIT A

- 4) Monthly cost status, including contract modification and claims summaries.
- 5) Inspection report, including deficiencies identified and status of corrective actions.
- 6) Significant issues, problems and questions resolved and pending, including recommendations for resolution.
- 7) Monthly progress photos.
- 8) A look ahead to next month's activities.
- 9) Other related information as requested or required by HUD or HCD.

4.2. Deliverables

- 1) The CM Contractor shall work with HCD-DRS management and HCD's PGMC consultant to determine which metrics shall be measured and monitored for adequate Agreement performance. The Contractor should also develop processes and systems for routinely measuring and reporting deliverables and evaluation results. These processes should also include goal setting and process improvement to foster a continuous evaluation and improvement of environment.
- 2) FEDERAL ENVIRONMENTAL REVIEW RECORD (ERR) - Tier II Site-Specific environmental review, completion of the Tier II report includes all travel costs, travel time and other expenses. See 24 CFR Part 58, Subparts D and E for further details.
- 3) STATE ENVIRONMENTAL REVIEWS PER CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) - The Contractor will provide the appropriate level of review as needed (unless determined exempt by HCD-DRS). The Contractor shall ensure that all CEQA reviews are completed within the same timeframes as the HUD mandated environmental reviews. The expectation is that both reviews will be completed concurrently. For more information see: <http://opr.ca.gov/clearinghouse/ceqa/>
- 4) LEAD-BASED PAINT - The CM Contractor will be responsible for ensuring lead-based paint has been tested, properly disposed, abated, and/or cleared prior to construction starting on all projects. See 24 CFR Part 35 Subparts B-R for further details.
- 5) ASBESTOS-CONTAINING MATERIALS - The CM Contractor will be responsible for the initial screening and inspection of the property prior to work being done to look at the potential for asbestos-containing materials. A higher-level of screening may be needed to determine extent and type of asbestos present. If any kind of renovation is being considered,

EXHIBIT A

structures must be inspected and standardized practices that comply with Cal/OSHA regulations must be employed if asbestos is found and is to be disposed of properly.

9. Effective Date and Term

This Agreement is effective upon the Department of General Services (DGS) approval ("Effective Date") and will last three (3) years from such Effective Date, with six (6) optional one (1) year extensions, not to exceed a total of nine (9) years. The Contract Manager, with the approval of the State Program Manager, can exercise the optional years in varying increments and at the same rates as submitted in response to the RFP. So, for example, the Contract Manager may choose to extend the term of this Agreement by two or four years, etc. No services shall be provided before approval by HCD, or after the termination date.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed \$47,627,500.00.

2. Budget Detail

COST YEARS 1-3

Per Grant Award (Unit) Cost - Assume 1500 Units to be Rehabilitated/Reconstructed/Replaced at an average Grant Award of \$140,000. Of the 1500 units, assume 375 will be MHU replacements. Assume 200 units will require lead-based paint and asbestos testing and inspection.	Total Cost
Initial Home Inspection and Estimate	\$1,500.00
Labor costs for: Conventional Construction Design-Build, Acquisition Services for Replacement MHU's including Site preparation, Installation, and Construction Management (includes Installation Management)	\$28,000.00
Interim and Final Inspections	\$485.00
Tier 2 Environmental Review	\$1,500.00
Lead-Based Paint Test and Inspection	\$1,000.00
Asbestos Test and Inspection	\$1,000.00
TOTAL PER UNIT COST	\$33,485.00
YEARS 1-3 TOTAL COST*	\$47,627,500.00

*This is an all-inclusive contract. HCD will not reimburse for any travel or other direct costs.

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YEARS 4-6 WILL BE AT HCD'S OPTION TO EXTEND

Per Grant Award (Unit) Cost - Assume 1500 Units to be Rehabilitated/Reconstructed/Replaced at an average Grant Award of \$140,000. Of the 1500 units, assume 375 will be MHU replacements. Assume 200 units will require lead-based paint and asbestos testing and inspection.	Total Cost
Initial Home Inspection and Estimate	\$1,575.00
Labor costs for: Conventional Construction Design-Build, Acquisition Services for Replacement MHU's including Site preparation, Installation, and Construction Management (includes Installation Management)	\$29,400.00
Interim and Final Inspections	\$510.00
Tier 2 Environmental Review	\$1,575.00
Lead-Based Paint Test and Inspection	\$1,050.00
Asbestos Test and Inspection	\$1,050.00
TOTAL PER UNIT COST	\$35,160.00
YEARS 4-6 TOTAL COST*	\$50,010,000.00

YEARS 7-9 WILL BE AT HCD'S OPTION TO EXTEND

Per Grant Award (Unit) Cost - Assume 1500 Units to be Rehabilitated/Reconstructed/Replaced at an average Grant Award of \$140,000. Of the 1500 units, assume 375 will be MHU replacements. Assume 200 units will require lead-based paint and asbestos testing and inspection.	Total Cost
Initial Home Inspection and Estimate	\$1,650.00
Labor costs for: Conventional Construction Design-Build, Acquisition Services for Replacement MHU's including Site preparation, Installation, and Construction Management (includes Installation Management)	\$30,900.00
Interim and Final Inspections	\$540.00
Tier 2 Environmental Review	\$1,650.00
Lead-Based Paint Test and Inspection	\$1,100.00
Asbestos Test and Inspection	\$1,100.00
TOTAL PER UNIT COST	\$36,940.00
YEARS 7-9 TOTAL COST*	\$52,550,000.00

EXHIBIT B

3. Invoicing and Payment

- A. Contractor shall invoice on a unit basis, with the total of all invoices not to exceed the amounts shown above.
- B. Contractor shall submit invoices in arrears either on a monthly or quarterly interval.
- C. For services satisfactorily rendered, and upon receipt and approval of the invoices, HCD agrees to compensate the Contractor the invoiced amount.
- D. Invoices must include this Agreement number and a Purchase Order number. The Purchase Order number will be provided at a later time by the Contract Manager. A handwritten Agreement number is not acceptable.
- E. Invoices Submission for Contracts Managed Through Grants Network:
 - 1) The Contractor must set up an account in the Grants Network system at www.gn.ecivis.com. The program link will be provided after this Agreement is executed.
 - 2) Invoices shall be submitted through the Contractor's Grant Network account and will include all supporting documentation as an upload in the Financial Report (i.e. reimbursement request).
 - 3) Supporting documentation must include:
 - a) Invoice summary which includes:
 - Performance period,
 - Contract number,
 - Purchase Order number,
 - Names of workers being included in the invoice and broken out by task line item. The total hours, by task, must be clear and,
 - The total amount being invoiced.
 - b) Official timesheets for every person (i.e. Contractor's and Subcontractor's staff) included on the invoice. The timesheet must clearly show the worker's name and hours worked for each day.
 - c) A clear crosswalk of deliverables/accomplishments for which time is being billed, with a narrative explaining what work was done during

EXHIBIT B

the time being billed. Generally, this is shown as a grid with column headings such as: Date, Task, Employee, Description of Services and Hours.

- d) The timesheets and the crosswalk must match staff, tasks, hours, costs and performance period being billed.

4. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the contract, this Agreement shall be of no further force and effect. In this event, HCD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this contract, HCD shall have the option to either cancel this Agreement with no liability occurring to HCD or offer an agreement amendment to Contractor to reflect the reduced amount.

5. Prompt Payment Clause

Payment will be made in accordance with Chapter 4.5 (commencing with Section 927) of Part 3 of Division 3.6 of Title 1 of the Government Code.

EXHIBIT D

HCD ADDITIONAL CONTRACT TERMS

PERSONAL/CONSULTING SERVICES (Rev. 10/28/2020)

1. Interpretation

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and exhibits or attachments shall be resolved in favor of the GTC – 04/2017.

In the event of any conflict between the terms of this Agreement and any exhibits or attachments incorporated by reference into this Agreement including, but not limited to, Contractor's submittal dated October 30, 2020 in response to the RFP 20-CDBGDR17-002 Full-Service CDBG-DR Construction Management and Delivery Services ("RFP")(See Exhibit E), and that certain "Questions and Answers" document for the RFP dated October 9, 2020 (See Exhibit F), the terms of this Agreement shall control.

2. Publications and Reports

A. Unless otherwise provided for in this Agreement, Contractor shall:

- 1) Incorporate any comments or revisions required by HCD into any publication or report and shall not publish any material until it receives final written HCD approval from the Contract Manager.
- 2) Furnish one copy of each publication and report required plus one reproducible original. Any publication or report produced in PDF must be supplied to HCD in an unlocked, Word or Excel format.

B. Illustrations, maps and graphs in summaries and publications and reports shall be developed in a manner which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.

C. Graphs, illustrations and printed materials shall be printed in a single color throughout each publication unless prior written HCD approval is granted.

D. Contractor's name shall appear only on the cover and title page of publications and reports and summaries. Covers and title pages will read as follows:

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
TITLE OF PUBLICATION
BY (CONTRACTOR)

E. HCD retains ownership of and reserves the right to use and reproduce all publications and reports and data produced and delivered pursuant to this Agreement.

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- F. If the publication and/or report are prepared by nonemployees of HCD, it shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report in a separate section of the report (Government Code Section 7550).

3. Progress Reports

Except as otherwise specified, in writing, by HCD, Contractor shall provide a progress report in writing once a month. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports or interim findings, and an opportunity to discuss any difficulties or special problems so that remedies can be developed as soon as possible.

4. Presentation

Upon HCD's request, Contractor shall meet with HCD to present any findings, conclusions and recommendations required per this Agreement.

5. Report Delivery

All reports, or other communications except invoices, are to be delivered to the Contract Manager, as outlined in Exhibit A.3.

6. HCD Staff

HCD staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this regard, HCD staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

7. Confidentiality of Data and Documents

- A. Contractor will not disclose data or documents or disseminate the contents of the final or any preliminary report without the express prior written permission of the Contract Manager.
- B. Permission to disclose information or documents on one occasion, or public hearings held by HCD relating to the same, shall not authorize Contractor to further disclose such information or documents on any other occasion.
- C. Contractor will not comment publicly to the press or any other media regarding its data or documents, or HCD's actions on the same, except to HCD staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- D. If requested by HCD, the Contractor shall require each of its employees or officers, who will be involved in the performance of this Agreement, to agree, in

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- writing, to the above terms in an HCD approved form. Contractor shall supply HCD with evidence of the employee or officer's signature on the HCD form.
- E. To the extent that HCD has approved the use of subcontractors in this Agreement, Contractor shall include in its agreements with each approved subcontractor the foregoing provisions related to the confidentiality of data and the non-disclosure of the same.
 - F. Contractor may, at its own expense, and upon written approval by the HCD Contract Manager, publish or utilize, 90 days after any data or document submittal to HCD per this Agreement has become a part of the public record and shall include the following legend:

Legal Notice

This report was prepared as an account of work sponsored by HCD but does not necessarily represent the views of HCD or any of its employees except to the extent, if any, that it has formally been approved by HCD. For information regarding any such action, communicate directly with HCD at P.O. Box 952050, Sacramento, California, 94252-2050. Neither HCD nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document, nor does any party represent that use of the data contained herein would not infringe upon privately owned rights.

8. Provisions Relating to Data

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may be, for example, document research, experimental, developmental or engineering work; or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections, extrapolations of data or information, etc. It may be in machine form, punched cards, magnetic tape, computer printouts, or retained in computer memory.
- B. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
- C. "Generated data" is that data which the Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance

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- of this Agreement at HCD's expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- D. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to HCD, in accordance with the terms of this Agreement. Such data shall be the property of HCD.
 - E. "Generated data" shall be the property of HCD unless and only to the extent that it is specifically provided otherwise herein.
 - F. As to generated data which is reserved to the Contractor by express terms and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three years after acknowledged receipt by HCD of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.
 - G. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify HCD, in writing, of any such contemplated action. HCD may within 30 days after said notification determine whether it desires said data to be further preserved and, if HCD elects, the expense of further preserving said data shall be paid for by HCD. Contractor agrees HCD shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and Contractor agrees to use best efforts to furnish competent witnesses or identify such competent witnesses to testify in any court of law regarding said data.

9. Amendments

Amendments to this Agreement are allowed and shall follow the rules and guidelines outlined in the current State Contracting Manual (SCM) Vol 1, including but not limited to the following:

- A. The time for performance of the tasks and items within the budget may be changed with prior written approval of the Contract Manager. However, the term of this Agreement or contract amount may only be changed by formal amendment mutually agreed by the Parties.
- B. HCD reserves the right to amend this Agreement at any time during this Agreement term, should it become necessary to complete the agreed upon Work outlined in the Original Agreement and upon approval by HCD/DGS, and any such amendment shall be mutually agreed by the Parties.

EXHIBIT D

- C. Dollar amount and timeframe shall be determined based on the procurement method used, as agreed by the Parties. Contractor acknowledges that HCD's ability to negotiate these specific terms may be limited or proscribed as a result of statutes, regulations, or by other restrictions imposed by HCD's governing or control agencies.

10. Approval of Product

Each product to be approved under this Agreement shall be approved by the Contract Manager. HCD's determination as to satisfactory work shall be final absent fraud, mistake or arbitrariness.

11. Substitutions

Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval. Notice to either party may be given by email as provided in Exhibit A.3. Such notice shall be effective when received as indicated on email. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

12. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. Failure of HCD to enforce at any time the provisions of this Agreement, or require at any time performance by Contractor of any provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce said provisions.

13. Agreement is Complete

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

14. Captions

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

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15. Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held within one year from this Agreement's expiration date, the Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. HCD will reimburse Contractor for travel of said personnel at the contract rates for such testimony, as may be requested by HCD.

16. Force Majeure

"Force Majeure" is an unforeseeable event outside of a party's reasonable control which prevents or delays performance of that party's obligations under this Agreement. Such event does not include the normal risks a party assumes when it enters a contract. A Force Majeure event is a natural disaster such as an earthquake, flood, hurricane, pandemic, an Act of God, act of war, act of public enemies of this state or of the United States, or other similar event.

Force Majeure also includes actions or measures taken by any governmental authority, including executive orders, public health orders, other governmental orders, laws, regulations, or other government actions taken in response to a "Force Majeure" event, such as a quarantine or other restriction which prevents or delays the performance of a party's obligations under this Agreement.

The party asserting "Force Majeure" must give notice to the other party to this Agreement within ten (10) days of the occurrence of the Force Majeure event, notice to be given in accordance with the notice provisions of this Agreement. Such notice must include a description of the Force Majeure event, how said event has prevented or delayed the party's ability to perform its obligations under this Agreement, a description of reasonable measures the asserting party proposes to take to resume performance of its obligations under this Agreement, and a date by which the party anticipates it will resume performance of its obligations.

17. Permits and Licenses

Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and give all notices necessary and incident to the lawful prosecution of the work. Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify HCD in writing.

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18. Litigation

HCD, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against HCD or its officers or employees for which the Contractor must provide indemnification (refer to GTC-04/2017) under this Agreement. To the extent permitted by law, HCD shall authorize the Contractor or its insurer to defend such claims, suits, or actions and shall provide it or its insurer, at the Contractor's expense, information and assistance both necessary and available for such defense. The failure of HCD to give such notice, information, authorization or assistance, shall not relieve the Contractor of its indemnification obligations.

The Contractor shall immediately notify HCD of any claim or action against it, which affects or may affect this Agreement, the terms and conditions hereunder, or HCD, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of HCD.

19. Insurance Requirements

A. The Contractor shall not commence performance, on-site at any HCD property, under this Agreement until the Contractor has provided HCD with a certificate of insurance stating that there is liability insurance presently in effect for the Contractor with a Combined Single Limit (CSL) of not less than \$1M per occurrence and the following:

- 1) Commercial General Liability: \$1M per occurrence bodily injury, property damage and products and completed operations, \$2M general aggregate.

The certificate holder should be:

California Department of Housing and Community Development
2020 West El Camino Avenue
Sacramento, CA 95833

- 2) Description of Operations should read:

The certificate of insurance must include the following provision: *The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for HCD under this contract.*

- 3) The Contractor shall provide written notice to HCD within two (2) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

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- 4) Contractor must maintain Worker's Compensation insurance for all employees that are participating in the work contemplated by this Agreement.

20. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement and remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed to be severable.

21. Disputes

- A. Except as otherwise provided in this Agreement, any dispute arising under or relating to the performance of this Agreement, which is not disposed of by mutual agreement of all parties shall be decided via a two-tier resolution process. First, the parties with a dispute will present their dispute documentation to the Contract Manager for review and resolution. If the dispute cannot be resolved by the Contract Manager, then it will be presented to HCD's Deputy Director or designated Executive staff. The decision of the Deputy Director/Executive staff shall be final, conclusive and binding on both parties.
- B. Contractor shall continue to perform its obligations under this Agreement during any dispute, unless HCD directs otherwise.
- C. In the event of any litigation, proceeding or dispute arising out of this Agreement or the need to interpret any language or provision of this Agreement, California law will apply and California courts will decide all such matters as the exclusive forum for such matters.

22. Suspension or Termination

A. Suspension of Work:

The Director or Acting Director of HCD, or his/her designee, by written order may suspend the work of the Contractor, or any portion thereof, for any period up to ninety (90) days, as the Director or his/his designee may deem necessary and for any reason. Any equitable adjustment shall be made in the delivery schedule or contract price, or both, and this Agreement shall be modified in writing accordingly if the stop work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this Agreement. In any event, the final total of additional payments shall not exceed the sum provided for in this Agreement unless this Agreement is amended in writing in advance.

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B. Termination at Option of State:

This Agreement may be terminated at any time, in whole or in part, upon ten (10) calendar day's written notice by HCD, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise.

In the event HCD terminates all or a portion of this Agreement for any reason, it is understood that HCD will provide payment to Contractor for satisfactory services rendered and reasonable expenses incurred prior to the termination of this Agreement, and for reasonable expenses incurred by the Contractor prior to said termination, which are not included in charges for services rendered prior to termination, and which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum contract amount.

C. Termination for Default:

Notwithstanding anything to the contrary in this Agreement, In the event of a breach or default in the performance of Contractor hereunder, HCD shall provide Contractor with written notice detailing such alleged breach or default. Contractor shall be afforded a ten day cure period within which to remedy any alleged deficiencies or defaults in performance. In the event that Contractor fails to cure such breach or default within the ten day cure period, HCD shall be permitted to terminate this Agreement in whole or in part by written notice to Contractor, and HCD will provide payment to Contractor according to the Budget Detail and Payment Provisions contained in Exhibit B for satisfactory services rendered and reasonable expenses incurred prior to the termination of this Agreement, and for reasonable expenses incurred by the Contractor prior to said termination, which are not included in charges for services rendered prior to termination, and which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum contract amount. Upon receipt of any notice terminating this Agreement in whole or in part, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise); and (2) deliver to HCD's Contract Manager all data, reports, summaries, and such other information and materials as may have been accumulated or generated by the Contractor in performing under this Agreement, whether completed or in progress.

D. Termination Due to Bankruptcy:

In the event proceedings in bankruptcy are commenced by or against the Contractor, or the Contractor is adjudged bankrupt or a receiver is appointed, the Contractor shall notify HCD immediately in writing and HCD may terminate this Agreement and all further rights and obligations by giving three (3) days' notice in writing in the manner specified herein.

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E. Convenience:

If HCD determines that Contractor fails to cure an alleged breach after receipt of a notice of alleged breach per Section 22.C., and after HCD submits a notice of termination for failure to fulfill contract obligations, it is later determined that the Contractor had not so failed or breached its obligations, the termination shall be deemed to have been made for the convenience of HCD.

F. Cumulative Remedies:

The rights and remedies of HCD provided in this Agreement are in addition to any other rights and remedies provided by law.

G. Threats to HCD employee(s):

Contractor agrees to be fully responsible to HCD for the acts and omissions of Contractor's subcontractors and any other persons directly or indirectly employed by Contractor or any of its subcontractors. Note: The word 'acts' in the preceding sentence includes any threat, whether real, implied, apparent or perceived, made to an employee of the State of California. Any such threat will be grounds, in HCD's discretion, to terminate this contract."

23. Public Contract Code

The Contractor is advised that provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Agreement.

24. Evaluation of Contractor's Performance (STD 4 - Contract/Contractor Evaluation)

The Contractor's performance under this Agreement will be evaluated by HCD upon completion of this Agreement. A copy of the written evaluation will be maintained in this Agreement's contract file and may be submitted to the Department of General Services, Office of Legal Services.

25. Priority Hiring Considerations for Contracts Exceeding \$200,000.00

If this Agreement includes services in excess of \$200,000.00, the Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public Contract Code §10353.

26. Potential Subcontractors

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between HCD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor

EXHIBIT D

agrees to be fully responsible to HCD for the acts and omissions of its subcontractors and persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

- B. No work shall be subcontracted without the prior written approval of HCD. Upon the termination of any subcontract, HCD shall be notified immediately. Any subcontract shall include all the relevant terms and conditions of this Agreement and its attachments in addition to any other relevant terms and conditions.
- C. Contractor's obligation to pay its subcontractors is an independent obligation from HCD's obligation to make payments to the Contractor. As a result, HCD shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.
- D. When subcontractors are used, HCD will pay the Contractor who, in turn, will be responsible for paying the subcontractor directly. Subcontractor fees and costs are included in the "total" price of this Agreement.
- E. If subcontractor(s) fails to execute a portion of the work in a satisfactory manner, the Contractor shall immediately remove the subcontractor upon written request from the Contract Manager, but only if such breach of subcontractor has not been cured within a period of ten (10) days after receipt of a formal notice of alleged breach. Said subcontractor may not be employed for another portion of this Agreement without prior notification and written approval from the Contract Manager. The Contract Manager will not entertain requests to arbitrate disputes between the Contractor and subcontractor concerning performance of their contract duties.
- F. Contractor shall not substitute a subcontractor in place of another without prior notification and written approval from the Contract Manager. All requests to substitute a subcontractor must be submitted in writing to the Contract Manager, along with documentation to support the substitution.

27. Disabled Veteran Business Enterprises (DVBE)

If required in the Bid package and subsequent agreement, Contractor shall comply with the DVBE participation goal, in accordance with the provisions of Public Contract Code §10115 et seq.

EXHIBIT D

28. Conflict of Interest Clause

A. Purpose

The purpose of this clause is to ensure that the Contractor (1) is not biased, or in any way appear to be biased, in the performance of its duties under this Agreement due to any financial, contractual, organizational, or other interests or relationships relating to the nature of the work it is performing under this Agreement, (2) does not receive any improper gain or financial or other benefits as a result of performing the work required by this Agreement, and (3) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this Agreement.

B. Conflicts of Interest

Contractor represents, warrants, and covenants to HCD as follows:

- 1) No Current or Prior Conflicts of Interest. Contractor has no business, professional, personal, or other interests or relationships, including but not limited to, the representation of current or prior clients that would conflict in any manner or degree with the performance of Contractor's obligations under this Agreement.
- 2) Prohibition on Conflicts. Neither the Contractor, nor its staff or agents, will engage in conduct that would constitute a conflict of interest, whether actual, potential, or perceived, during the term of this Agreement.
- 3) Notice of Conflict. If any actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform HCD in writing of such conflict and HCD shall be entitled to exercise its rights and remedies under subsection (4) below.
- 4) Termination for Material Conflict. If in the sole and absolute discretion of HCD a material conflict of interest exists that in HCD's opinion would negatively impact or call into question the performance of Contractor's duties under this Agreement, or that would give rise to the appearance of a material conflict of interest on the part of Contractor, HCD may elect to terminate this Agreement upon written notice to Contractor. Such termination shall be effective upon the receipt of such notice by Contractor.

29. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03)):

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:

EXHIBIT D

- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The Department has the option to invalidate the contract under the thirty (30)-day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. Gov. Code § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.

EXHIBIT E

CDBG-DR TERMS AND CONDITIONS (Rev. 02/2021)

1. Required Insurance Certificates

A. Prior to executing this Agreement, the Contractor shall provide the Department with current insurance coverage certificates evidencing the following types of insurance as required by Federal and California regulations and as outlined in Exhibit D:

- Worker's Compensation insurance
- Commercial General Liability

B. Insurance shall be in force during the entire term of this Agreement, payment for such insurance shall be the Contractor's sole responsibility and shall be in such amounts as the Department deems necessary.

2. Required Dun and Bradstreet DUNS Number

Prior to executing the Agreement, Contractor shall provide Contract Manager with the Contractor's current DUNS number and current DUNS numbers for any subcontractors. HUD requires all grantees, state recipients, subrecipients and contractors to provide DUNS numbers.

3. Debarment and Suspension

Per Executive Orders 12549 and 12689 and 2 CFR 180.220, a contract award must not be made to parties listed on the government wide exclusion System for Award Management (SAM). Prior to award of any contracts or subcontracts under this Agreement, contractors and subcontractors will have their debarred status checked on the government wide exclusions in the SAM.

4. Required Federal Language from 2 CFR Part 200 Appendix II

The Department is required to have this language in all CDBG-DR agreements. The Department is also requiring all other state agencies, state recipients and subrecipients who are using CDBG-DR funding to have this language in their agreements.

A. Remedies:

Contracts for more than the simplified acquisition threshold (currently \$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanction and penalties as appropriate.

EXHIBIT E

B. Termination for Cause and Convenience:

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

C. Non-Discrimination Language from 41 CFR Part 60-1.4(b):

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

D. Clean Air Act and the Federal Water Pollution Control Act:

This Agreement is subject to the requirements of the Clean Air Act (42 USC7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Any contracts or subgrants made under this Agreement, in excess of \$150,000 must contain this provision. Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Any violations of these Acts will be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency (EPA).

E. Byrd Anti-Lobbying Amendment:

Per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), all contractors that apply or bid for an award exceeding \$100,000 must file the required certification. The Contractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other contract award covered by the above referenced Amendment. The Contractor must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award.

F. Procurement of Recovered Materials:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the

EXHIBIT E

purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. Rights to Inventions Made Under a Contract or Agreement:

If a Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or Other Public Officials

Pursuant to 24 CFR 570.489(g) and (h), 2 CFR Part 570, and 24 CFR 85.36(b)(3), no member, officer, or employee of a Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section. It is further required that this stipulation be included in all subcontracts to this Agreement.

6. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to HCD for review before financial benefits are given.

EXHIBIT E

7. Compliance with State and Federal Laws and Regulations

The Contractor is responsible for compliance with all applicable Federal or State laws, Executive Orders, and regulations of the CDBG-DR program.

- A. The Contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Contractor, its subcontractors, and any other State provisions as set forth in this Agreement.
- B. The Contractor agrees to comply with all federal laws and regulations applicable to the CDBG-DR appropriation and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

8. Access to Records and Record Retention

The Contractor must provide access by HCD or other state agency or sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

All records relating to this Agreement must be retained by the Contractor for no less than three years after receiving final payment from HCD and all other pending matters are closed.

9. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. Administrative and National Policy Requirements

Certain Administrative and National Policy Requirements apply to all HUD programs, see the CDBG-DR related Federal Register Notices on HUD's website. Any party involved in the CDBG-DR grant work whether directly or indirectly, must agree to provide any information HCD requires in order to meet the aforementioned administrative and national policy requirements.

EXHIBIT E

11. Use of Funds

The Appropriations Act made funds available for necessary expenses related to disaster relief and long-term recovery, recovery of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a

major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) (Stafford Act), due to eligible events in calendar years 2017 and 2018. The Appropriations Act requires funds to be used only for specific disaster-related activities and administration of those activities.

12. Applicable Statutory and Regulatory Requirements

- A. All recipients of CDBG-DR grants are subject to: (1) the requirements of the applicable Appropriations Act; and (2) applicable regulations governing the CDBG program at 24 CFR part 570, unless modified by waivers and alternative requirements published by HUD in this NOFA or other applicable Federal Register Notices.
- B. Note that the Office of Management and Budget (OMB) published Guidance for Uniform Administrative Requirements 2 CFR Part 200. These Cost Principles and Audit Requirements for Federal Awards will update 24 CFR parts 84 and 85 and supersede the Circulars listed in the Technical Correction to the FY 2014 General Section. HUD has published conforming changes to its CDBG program regulations on December 7, 2015 (80 FR 75931), that updated CDBG program regulations to reflect references to appropriate sections of 2 CFR part 200. The effective date of HUD's conforming rule is January 6, 2016 and this Agreement is subject to all these updated publications and rules.

WILLIAM SULLIVAN



PRINCIPAL

AREAS OF EXPERTISE

- CDBG-DR Housing Construction
 - Housing Rehabilitation
 - MHU Site Prep & Installation
 - Disaster Recovery
 - Coordination with Entities
 - Contracts & Agreements
 - Compliance
-

OVERVIEW

Mr. Sullivan has over 23 years of experience in housing construction, housing finance and operations, land development, emergency sheltering, and civil construction, including the execution of multiple FEMA, HUD and governmental assignments over the past decade. Notable assignments include large-scale civil, housing and sheltering projects, both domestically and internationally, with comprehensive project values exceeding \$1.0 billion. To date, Mr. Sullivan has provided the executive leadership for the delivery of over 50,000 sheltering and housing units, as well as provided leadership for multiple federal, state and local projects encompassing national security, emergency response and disaster remediation.

EDUCATION

B.A. Business Administration - Finance
Texas A&M University
College Station, TX

CERTIFICATIONS & LICENSES

- OSHA Safety Training
- USACE Contractor Quality Management

PRINCIPAL

2007 - Present

SLSCO, Ltd.

Provides company-wide leadership and guidance for all projects and assignments for SLS Housing, Response and Federal Services Divisions.

- Manages a team of over 350 personnel, with consistent annual budgets approaching \$1.0 billion.
 - Provides strategy development, executive management and financial management oversight for all SLS divisions and leadership, including operational, financial, personnel, administrative and client management functions.
-

RELEVANT EXPERIENCE

Puerto Rico CDBG-DR Housing Recovery Program Puerto Rico Department of Housing

2020

Contract Executive

HUD CDBG-DR funded program for permanent repairs to approximately 2,500 homes in four zones in Puerto Rico as a result of Hurricane Maria. Involves demolition, design/build construction, MEP installation, major rehabilitation, inspections, homeowner management and mitigation services.

Florida CDBG-DR Housing Recovery Program FL Dept. of Economic Opportunity

2019-Present

Contract Executive

HUD CDBG-DR funded program for repairs and rehabilitation to 95+ homes impacted by Hurricanes Irma and Matthew. Tasks included design, assessments, work scoping, scheduling, estimating, procurement, permitting, subcontractor management, homeowner relations, financial compliance, document control, client communications and construction.

Puerto Rico STEP & PHC Programs Puerto Rico Department of Housing

2018-2019

Contract Executive

FEMA-funded STEP rehabilitation and minor reconstruction of over 27,500 homes in Puerto Rico following Hurricanes Maria and Irma. Included rapid repair of MEP systems, interiors and exteriors, with all work performed in a nine-month period at a rate of approximately 1,800 homes per week.

South Carolina Flood Recovery Program SC Disaster Recovery Office

2016-2018

Contract Executive

CDBG-DR Housing program for the permanent rehabilitation and reconstruction of over 1,200 homes throughout South Carolina as a result of massive flooding. Work included the rehabilitation of wood framed homes, as well as the replacement of homes through modular or manufactured homes.

New York City Build it Back Program NYC Department of Design & Construction

2015-Present

Contract Executive

HUD CDBG-DR funded program for the permanent rehabilitation and reconstruction of over 750 homes in Staten Island and Queens following Superstorm Sandy. Tasks include program and construction management and included site-built and modular home construction.

Texas GLO CDBG-DR Disaster Housing Recovery Programs Texas General Land Office

2012-Present

Contract Executive

Ongoing permanent rehabilitation, elevation and reconstruction of homes across 30+ Texas counties damaged or destroyed by Hurricanes Rita, Dolly, Ike and Harvey. Tasks include design, assessments, work scoping, scheduling, estimating, procurement, permitting, subcontractor management, homeowner relations, financial compliance, document control, client communications and construction.

MATT TINDALL



PROGRAM MANAGER

AREAS OF EXPERTISE

- CDBG-DR Housing Construction
- Housing Rehabilitation
- MHU Site Prep & Installation
- Disaster Recovery
- Coordination with Entities
- Contracts & Agreements
- Compliance

OVERVIEW

Mr. Tindall brings 18 years of management and operational experience and specializes in the delivery of government-sponsored disaster-oriented endeavors at all levels. As a former FEMA manager with vast disaster response experience, Mr. Tindall is adept in the executional, operational, administrative and compliance aspects of unique and comprehensive assignments ranging from FEMA-DA emergency and disaster response to long-term HUD CDBG-DR housing programs. This varied and unique background has allowed Mr. Tindall to have direct involvement in programs and projects worth over \$750.0 million in comprehensive value over the past decade.

EDUCATION

B.A. Communications Design
Texas State University
San Marcos, TX

CERTIFICATIONS & LICENSES

- OSHA Safety Training
- USACE Contractor Quality Management

PROGRAM MANAGER

2015 - Present

SLSCO, Ltd.

Provides leadership for multiple SLS emergency response and long-term housing recovery efforts. Currently responsible for leading and managing all Puerto Rico-based assignments, including disaster, sheltering and housing efforts. Manages a team of over 50 company personnel in the execution of various endeavors, with a comprehensive focus on personnel management, operational execution, subcontractor management, finance, administration and client relations.

RELEVANT EXPERIENCE

Puerto Rico CDBG-DR Housing Recovery Program Puerto Rico Department of Housing 2020 Program Manager

HUD CDBG-DR funded program for permanent repairs to approximately 2,500 homes in four zones in Puerto Rico as a result of Hurricane Maria. Involves demolition, design/build construction, MEP installation, major rehabilitation, inspections, homeowner management and mitigation services.

Puerto Rico STEP & PHC Programs Puerto Rico Department of Housing 2018-2019 Program Manager

FEMA-funded STEP rehabilitation and minor reconstruction of over 27,500 homes in Puerto Rico following Hurricanes Maria and Irma. Included rapid repair of MEP systems, interiors and exteriors, with all work performed in a nine-month period at a rate of approximately 1,800 homes per week.

New York City Build it Back Program NYC Department of Design & Construction 2015-Present Program Manager

HUD CDBG-DR funded program for the permanent rehabilitation and reconstruction of over 750 homes in Staten Island and Queens following Superstorm Sandy. Tasks include program and construction management and included site-built and modular home construction.

TX GLO CDBG-DR Round 2.2 – AECOM/URS Galveston, TX Texas General Land Office 2013-2015 Program Manager

HUD-funded rehabilitation and reconstruction of approximately 350 homes in Galveston damaged or destroyed by Hurricane Ike. Included design/build, construction, program management, compliance and contractor/subcontractor management responsibilities.

TX GLO CDBG-DR Round 1 – AECOM/URS Galveston, TX Texas General Land Office 2010-2013 Program Manager

HUD-funded rehabilitation and reconstruction of over 500 homes in Galveston damaged or destroyed by Hurricane Ike. Responsibilities included comprehensive program management, including contractor management, compliance, financial, administrative and operational management functions.

FEMA Region VI Disaster Recovery Program – AECOM/URS Coastal TX FEMA 2009-2010 Program Manager

FEMA-funded disaster recovery program focusing on providing emergency community recovery services following Hurricane Ike. Included managing grant programs, providing technical assistance to various state and local agencies, ensuring program compliance and interfacing directly officials and stakeholders.

FEMA Hurricane Ike Disaster Recovery Program – AECOM/URS Coastal TX FEMA 2008-2009 Program Manager

FEMA-funded disaster recovery program providing direct assistance to regional and local governmental entities responding to Hurricane Ike.

BRAD HUBBARD



DEPUTY PROGRAM MANAGER /
OPERATIONS CENTER MANAGER

AREAS OF EXPERTISE

- CDBG-DR Housing Construction
- Housing Rehabilitation
- MHU Site Prep & Installation
- Disaster Recovery
- Coordination with Entities
- Contracts & Agreements
- Compliance & Reporting
- Construction Management
- Project Management
- Program Management

OVERVIEW

Mr. Hubbard is a seasoned business manager with more than 22 years of experience in Fortune 500 environments. He is a recognized leader who has demonstrated an ability to champion initiatives for private and public entities. Mr. Hubbard has a successful track record of directing programs, implementing projects, and leading operations that are geographically and functionally diverse. For the past 6+ years, he has managed HUD-CDBG disaster recovery efforts in New York City and in multiple regions of Texas. Mr. Hubbard has acquired a strong construction background with over 10 years of experience managing construction contractors.

EDUCATION

B.S. Business Management
Marketing Concentration
North Carolina State University
Raleigh, NC

DEPUTY PROGRAM MANAGER / OPERATIONS CENTER MANAGER 2015 - Present

SLSCO, Ltd.

Provides comprehensive leadership for SLS Housing Operations. Directs a team of dedicated professionals in immediate and expedited construction projects domestically and internationally. Responsible for strategy development, implementation and all related functions, including operations, personnel, finance, administration and client relations.

RELEVANT EXPERIENCE

CM/Design/Build for Hurricane Sandy Community Recovery NYC Department of Design and Construction (DDC) 2015-2020 Program Manager

\$366M HUD CDBG-DR Housing Program in Staten Island for 705 rehabilitation, elevation and reconstruction projects. Direct management of homeowner interface and management, developing and training customer service professionals to interface with program applicants. Manages the design development and associated scope of work development activities for rehabilitation, elevation, and reconstruction projects, as well as development and execution of an alternative procurement methodology compliant with New York City Procurement Policy Board Rules and HUD procurement requirements. Provides vital construction management for the project and developed a team of construction managers and processes/procedures for SLS' role for construction management tasks and identification of contractor requirements and manages accounts payable staff to include Imprest account management to expedite payments to construction contractors. Directs program process development and associated workflow, policy and procedure development, and associated manuals.

Hurricane Ike/Dolly Round 2 HUD-CDBG Disaster Recovery Rental Housing Program 2011-2016 Program Manager Texas General Land Office

Directed \$66 million in HUD-CDBG Disaster Recovery Grants and provided Grant Administration of multi-family and single family rental programs for Southeast Texas Regional Planning Commission and Lower Rio Grande Valley Development Council. Formulation of Program Guidelines and Policy and Procedures, financial oversight, Program Reporting & Compliance, as well as oversight of construction developer procurement and contracts. Provided building oversight of 11 multifamily developments planned, Labor Standard Officer oversight, compliance, & reporting, and Section 3 oversight, compliance, and reporting.

Galveston County Round 1 Hurricane Ike HUD-CDBG Disaster Recovery Housing Program 2009-2011 Program Manager Texas General Land Office

Directed \$99.5 million HUD-CDBG Disaster Recovery Grant. Conducted Grant Administrator role for program, and formulated Program Guidelines and Policy and Procedures. Provided financial oversight, Program Reporting & Compliance, oversight of construction contractor procurement and contract management, Section 3 oversight, compliance, and reporting, in addition to directing construction completion of 614 home projects.

Galveston County Round 1 Hurricane Ike HUD-CDBG Disaster Recovery Rental Program 2009-2011 Program Manager Texas General Land Office

Directed \$7.6 million HUD-CDBG Disaster Recovery Grant for single family rental units. Formulated Program Guidelines and Policy and Procedures, provided financial oversight, Program Reporting & Compliance, oversight of construction contractor procurement and contract management.

HENRY SAULS



DEPUTY PROGRAM MANAGER /
OPERATIONS CENTER MANAGER

AREAS OF EXPERTISE

- CDBG-DR Housing Construction
- Housing Rehabilitation
- MHU Site Prep & Installation
- Disaster Recovery
- Coordination with Entities
- Contracts & Agreements
- Compliance & Reporting
- Construction Management
- Project Management
- Program Management

OVERVIEW

Mr. Sauls has over 14 years of experience providing Construction, Project and Program management in a multitude of capacities. Most recently, his projects have included management and delivery of a COVID-19 Emergency Field Hospital conversion and HUD CDBG-DR Housing Programs helping New York City and South Carolina residents recover from the devastating effects from the 2015 Flood in Eastern South Carolina, Hurricane Matthew and Hurricane Sandy. His roles have ranged from Lead Customer Service Manager, Project Manager to Program Manager, for both HUD, CDBG-DR and FEMA-Individual Assistance STEP programs.

EDUCATION

B.S. - Forest Resources Management
Clemson University
Clemson, South Carolina
May 2004

CERTIFICATIONS & LICENSES

- OSHA Safety Training
- USACE Contractor Quality Management

DEPUTY PROGRAM MANAGER / OPERATIONS CENTER MANAGER 2016 - Present

SLSCO, Ltd.

Provides leadership and management for overall construction related tasks and functions, including physical production, supply chain management, resource phasing, administration and personnel utilization. Focused on continuous implementation of construction strategy, with strong concentration on schedule adherence, construction quality and optimal SLS and subcontractor resource utilization culminating in on-time and efficient production and mission achievement.

RELEVANT EXPERIENCE

Puerto Rico CDBG-DR Housing Recovery Program Puerto Rico Department of Housing

2020

Project Manager

HUD CDBG-DR funded program for permanent repairs to approximately 2,500 homes in four zones in Puerto Rico as a result of Hurricane Maria. Involves demolition, design/build construction, MEP installation, major rehabilitation, inspections, homeowner management and mitigation services.

South Carolina Flood Recovery Program SC Disaster Recovery Office

2016-Present

Project Manager

CDBG-DR Housing program for the permanent rehabilitation and reconstruction of over 1,200 homes throughout South Carolina as a result of massive flooding. Work included the rehabilitation of wood framed homes, as well as the replacement of homes through modular or manufactured homes.

New York City Build it Back Program NYC Department of Design & Construction

2015-Present

Project Manager

HUD CDBG-DR funded program for the permanent rehabilitation and reconstruction of over 750 homes in Staten Island and Queens following Superstorm Sandy. Tasks include program and construction management and included site-built and modular home construction.

New York City Rapid Repairs Program – CBI/Shaw NYC Department of Environmental Protection

2012-2013

Project Manager

FEMA-funded rapid repair of over 2,000 homes in Staten Island and Queens following Superstorm Sandy. Tasks included demolition, mechanical, HVAC, plumbing and electrical repairs.



TONY MARQUEZ

CUSTOMER SERVICE TASK LEAD

AREAS OF EXPERTISE

- CDBG-DR Housing Programs
- Coordination with Entities
- Document Signing
- Warranties
- Customer Service

OVERVIEW

Mr. Marquez brings over 36 years of experience in the service industry with an emphasis on finance and program and customer service management.

EDUCATION

B.S. - Accounting
St. Edwards University
Austin, TX

CUSTOMER SERVICE TASK LEAD

SLSCO, Ltd.

Responsible for all homeowner signing documents and warranty information. Serves as a liaison between the housing programs and homeowners on projects for the City of Galveston, Galveston County, the City of Houston, Harris County, Southeast Texas, City of New York, and San Antonio Housing Authority.

RELEVANT EXPERIENCE

Texas GLO DALHR Program Texas General Land Office

2018

Customer Service

Quasi-permanent repairs to 50+ homes damaged by Hurricane Harvey, outside the Houston city limits. Tasks included inspections, assessments, scope development, homeowner relations, subcontractor management, procurement, construction and warranty services.

New York City Build it Back Program NYC Department of Design & Construction

2015-Present

Customer Service

HUD CDBG-DR funded program for the permanent rehabilitation and reconstruction of over 750 homes in Staten Island and Queens following Superstorm Sandy. Tasks include program and construction management and included site-built and modular home construction.

Texas GLO CDBG-DR Disaster Housing Recovery Programs Texas General Land Office

2012-Present

Customer Service

Ongoing permanent rehabilitation, elevation and reconstruction of homes across 30+ Texas counties damaged or destroyed by Hurricanes Rita, Dolly, Ike and Harvey. Tasks include design, assessments, work scoping, scheduling, estimating, procurement, permitting, subcontractor management, homeowner relations, financial compliance, document control, client communications and construction.

DoubleTree by Hilton Hotel

Director of Operations / General Manager

Responsible for property conversion from Radisson Hotel to Doubletree by Hilton, prepared schedules, all documents, and communication for transition. Prepared employee training, licensing, permits, staffing guides, inventories, and purchasing guidelines.

Radisson Medical Center

General Manager

Completed a \$2 million dollar renovation and converted suite-only franchise into a full-service brand. Increased occupancy by 20% and average rate by \$8.



**Eric Cruz, Assoc. AIA, XCT
Project Manager**

EXPERIENCE SUMMARY

Eric Cruz has more than 12 years of experience in state-level disaster recovery programs. He specializes in CDBG, CDBG-DR, FEMA, state and federal program grant administration, ADA/TAS, building code compliance, onsite and remote commercial and residential inspections, construction documents, administration and management, construction means and methods, cost estimating, cost reasonableness, historic preservation, and mixed-use facilities. His subject matter expert and technical advisory experience with CDBG-DR programs has provided him with a thorough understanding of all local, state, federal, and regulatory policies and procedures. Having worked on eight state-level disaster recovery programs, Mr. Cruz has successfully coordinated with various stakeholders and emergency management teams to oversee CSI specification writing, commercial and residential plan reviews, cost estimation, environmental hazard reviews, compliance, and implementation. He is proficient in AutoCAD; Xactimate 27.5, 28, and X1; and the MS Office suite.

RELEVANT EXPERIENCE

Damage Assessments Manager/Technical Advisor/Subject Matter Expert, (September 2018 – January 2020)

Harris County, Texas | Hurricane Harvey

Harris County received approximately \$2.8B in HUD CDBG-DR funding to aid in Hurricane Harvey disaster recovery. Mr. Cruz acted as the Manager of Damage Assessments, Technical Advisor, and Subject Matter Expert in providing inspections and construction management for the program. Working directly with existing county staff, he assisted the county with the updating of the specs, minimum property standards, developed inspection criteria, and assisted in the development of the workflow and the System of Record. Mr. Cruz also advised county staff on all pre-program expenditures including preps, FEMA funding, SBA loans for the damage repair verification estimates, and homeowners' funds (insurances, savings, etc.) by defining estimated cost of repair on damages based on housing quality standards and minimum property standards of the program. He managed a team of case managers, inspectors, estimators, and QA/QC personnel to ensure accurate data was captured, forms were filled, and data-collection methods were used efficiently and appropriately. Mr. Cruz utilized 3D, 360° camera system assets, effectively mitigating inspection-error risk.

Technical Advisor | Inspections and Construction, Build it Back Program (BiB) (2014 – 2020)
City of New York, NY

YEARS OF EXPERIENCE

12 years

AREA OF EXPERTISE

- Construction Inspection/ Management
- CDBG-DR Compliance
- Damage Assessments
- Estimating Costs for Repairing (ECR)
- Evaluating Site/Building Systems
- Reporting
- Program Operations and Administration
- Program Closeout
- Environmental Review Requirements
- Policy and Procedure Development

GRANT EXPERIENCE

- CDBG-DR

DISASTERS

- 13+ Federally Declared Disasters

TRAINING/CERTIFICATIONS

- Housing Quality Standards, Certified Inspector
- Lead Based Paint
- Certified Risk Assessor and Inspector
- OSHA 30
- Xactimate 28 Level 1-3
- Xactimate Affiliate Trainer
- Xactimate Certified Trainer

EDUCATION

BS, Interior Design with emphasis in Architecture

Mr. Cruz acted as the Technical Advisor for Inspections and Construction on this CDBG-DR funded program. His responsibilities included training; composing inspection procedures, estimating templates, and developing bid book components; leading ramp-up activities; and coordinating with various government and local agencies. During ramp-up efforts, Mr. Cruz acted as lead trainer specializing in estimating procedures, price utilization, and Xactimate. All trainings were implemented in-house, enabling his team to deploy quickly and efficiently. Through the duration of the program, Mr. Cruz leveraged his subject matter expertise to advise the client on various environmental components, including lead and asbestos, and determine costs associated with the abatement of such components. He also implemented prevailing wage, modifying the bid book to include union labor. Mr. Cruz consistently brought efficiency and speed to program operations through leveraging 3D technology, writing estimates on site, and meeting with all per-home stakeholders to identify hazards, define damage, coordinate tri-party agreements, and document risk limits holistically. In 2015, New York's Department of Design and Construction built its own program through implementation of the BiB Program's structure and best practices. Mr. Cruz maintained his same role for this ongoing program; acting as liaison between contractors and administrators to work through change orders, RFIs, and construction- and assessment-related activities.

Subject Matter Expert for Inspections and Construction, State of North Carolina Department of Commerce (February 2018 – May 2019)

ReBUILD North Carolina | Hurricane Matthew

The ReBUILD North Carolina program utilized CDBG-DR funding for Hurricane Matthew's disaster recovery activities (and subsequent Hurricanes Florence and Michael). As the State of North Carolina's in-house expertise couldn't manage the magnitude of this program, Mr. Cruz acted as a Subject Matter Expert to create the program's bid book, write specs for contractors, develop property standards, and define all parameters. His other responsibilities included conducting quality assurance and quality control on prime contractor deliverables on behalf of the client, identifying flaws in inspection procedures to mitigate risk of delay in construction, making modifications within estimating procedures to capture accurate data, coordinating weekly meetings, collecting field data, and identifying software risk. Mr. Cruz provided value in his implementation of specialized standards, consistently completing tasks ahead of schedule.



John Bock

EA and EIS/Tiered I & II, CEST, CENST

EXPERIENCE SUMMARY

Mr. Bock is a senior environmental scientist with over 25 years of experience in environmental impact analysis, project management, environmental decision making, health and safety planning, and natural resource management. He has managed and overseen projects involving the preparation of National Environmental Policy Act (NEPA) documents, Section 7 consultation support, Section 106 consultation support, Section 404 and 401 permit applications, wetland delineations, biological assessments, sensitive species surveys, and architectural and archaeological resources surveys. He has served as a program manager and project manager under as-needed contracts with New Jersey Department of Environmental Protection, New York Governor's Office of Storm Recovery, US Army Corps of Engineers, US Bureau of Reclamation, US General Services Administration, Federal Emergency Management Agency, and San Francisco Mayor's Office of Housing. His CDBG-DR experience includes support for Louisiana, New York State, New Jersey, and Richland County (South Carolina).

YEARS OF EXPERIENCE

25

EDUCATION

BS, Environmental Toxicology

AREAS OF EXPERTISE

Environmental Reviews
NEPA Compliance

**REGISTRATIONS/
AFFILIATIONS**

National Association of Environmental Professionals
California Association of Environmental Professionals

**KEY TRAINING/
CERTIFICATIONS**

Basics of a Part 58 Environmental Review for HUD-Assisted Projects (HUD webinar)

RELEVANT EXPERIENCE

Environmental Review Records for the Rebuild Texas Program, Texas (2018 – present). Environmental review coordinator for environmental reviews being prepared in support of the Rebuild Texas program. These reviews are being conducted in accordance with the U.S. Department of Housing and Urban Development National Environmental Policy Act regulations (24 CFR Part 58). Tetra Tech's expected assignment is over 500 Site-Specific Reviews.

Environmental Reviews for the Restore Louisiana Disaster Recovery Program, Louisiana (2017 – present). Serving as the environmental review coordinator for Louisiana's disaster recovery programs funded by CDBG-DR grants awarded for the unnamed storms of 2016. These reviews are being conducted for the Louisiana Office of Community Development, Disaster Recovery Unit pursuant to the HUD NEPA Regulations (24 CFR Parts 50 and 58). Tetra Tech's work to date in support of this program has been over 25,000 Site-Specific Reviews. Tetra Tech is also preparing lead-based paint inspections for properties of concern. Responsibilities include preparing the site inspection guidance, desktop review guidance, and quality control review guidance, as well as coordinating with the desktop review and quality control review teams through daily conference calls.

Environmental Review Records for the Rebuild NC: Single Family Housing Recovery Program (1-4 Units), North Carolina (2018 – present). Environmental review coordinator for environmental reviews being prepared in support of the Rebuild NC: Single Family Housing Recovery Program (1-4 Units). These reviews are being conducted in accordance with the U.S. Department of Housing and Urban Development National Environmental Policy Act regulations (24 CFR Part 58). Tetra Tech's assignments include 29 Broad Reviews, over 200 Site-Specific Reviews, 2 Environmental Assessments, and 3 Categorical Exclusions.

Environmental Review Records for the Rebuild Florida, Florida (2018 – present). Environmental review coordinator for environmental reviews being prepared in support of the Rebuild Florida program. These reviews are being conducted in accordance with the U.S. Department of Housing and Urban Development National Environmental Policy Act regulations (24 CFR Part 58). Tetra Tech's anticipated assignment is over 3,500 Site-Specific Reviews.

Résumé

John Bock, EA and EIS/Tiered I & II, CEST, CENST

Federal Emergency Management Agency Environmental and Historic Preservation Compliance Support, California, Nevada, Hawaii, and Guam (2017

– present). Serving as the environmental and historic preservation lead supporting the Federal Emergency Management Agency's analysis of 59 projects across 9 declared disasters in California, Nevada, Hawaii, and Guam. The support services include National Environmental Policy Act documentation and agency consultation under Section 106 of the National Historic Preservation Act and Section 7 of the Endangered Species Act. The projects include land acquisition projects, structure elevation projects, flood control projects, generator projects, soil stabilization projects, fuels reduction projects, and seismic retrofit projects. Coordinating the project teams, developing project work plans, and compiling and reviewing program deliverables.

Richland County CDBG-DR Environmental Reviews (2017 – present). Serving as the environmental review coordinator for Site-Specific Review Environmental Review Records being prepared in support of the Single Family Homeowner and Small Rental Rehabilitation Programs in Richland County, South Carolina. These reviews are being conducted for the Richland County Community Development Department. Tetra Tech's work to date in support of this program has been over 100 Site-Specific Reviews.

Environmental Review Records for the Hurricane Sandy Disaster Recovery Program, New York (2014 – present). Serving as the environmental review program manager for New York's disaster recovery programs funded by CDBG-DR grants awarded under the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2, enacted January 29, 2013) for Hurricane Sandy, Hurricane Irene, and Tropical Storm Lee. These reviews are being conducted for the Governor's Office of Storm Recovery and New York State Homes and Community Renewal in accordance with the HUD NEPA Regulations (24 CFR Parts 50 and 58). Tetra Tech's work in support of this program includes 63 Environmental Assessments and 41 Categorical Exclusions for housing and non-housing projects. This program includes regular communication and coordination with the client team and the internal technical team.

Environmental Review Records for the Hurricane Sandy Disaster Recovery Program, New York (2013 – 2014). Served as the program manager for environmental reviews for New York's disaster recovery programs funded by CDBG-DR grants awarded under the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2, enacted January 29, 2013) for Hurricane Sandy, Hurricane Irene, and Tropical Storm Lee. These reviews were conducted for New York State Homes and Community Renewal in accordance with the HUD NEPA Regulations (24 CFR Parts 50 and 58). The volume of work included 43 Broad Review programmatic Environmental Assessments and over 3,000 Site-Specific Review checklists. This program included regular communication and coordination with the client team and the internal technical team, at its peak involving daily conference calls to track progress.

NEPA Environmental Reviews (2007 – 2015). Served as the program manager for the environmental review program for the San Francisco Mayor's Office of Housing. Projects completed under this program include 6 Environmental Assessments and 27 statutory worksheets, including those for Bayview Opera House, Florence Crittenton Centers, Bay Oaks Homes, and Child Development Centers. The environmental reviews were conducted in compliance with the HUD NEPA regulations. The analyzes were performed to assess compliance with environmental topics such as Historic Preservation, Floodplain Management, Wetland Protection, Coastal Zone Management, Sole Source Aquifers, Endangered Species, Wild and Scenic Rivers, Clean Air Act, Farmland Protection Policy Act, Environmental Justice, as well as HUD Environmental Standards such as Noise Abatement and Control, Explosive and Flammable Operations, Hazardous, Toxic, or Radioactive Materials & Substances, and Airport Clear Zones and Accident Potential Zones.

Army Residential Communities Initiative EAs (2002 – 2011). Served as the western program manager for NEPA compliance on a nationwide Army family housing privatization program. As program manager, responsibilities include coordinating the project teams, participating in the project kickoff meetings, maintaining client communications, and conducting peer reviews of each document. Under this program, the Army enters into partnerships with private developers to redevelop family housing to meet current requirements and standards. This program has involved the concurrent preparation of three EAs addressing project activities at four Army installations in California. Two EAs were also prepared concurrently for two installations in Alaska. Over the course of the program, we have prepared ten NEPA documents for projects in California, Alaska, and Hawaii. These task orders also involved concurrent preparation of Environmental Baseline Surveys.

ATTACHMENT A
RESUMES



Jose Garcia

Operation Manager Damage Assessments
jgarcia@wfggrp.org

FIRM

The Workforce Group, LLC

AREAS OF EXPERTISE

- Insurance Claims
- Management of Multiple CAT Sites
- Construction and Development
- CDBG Damage Assessments
- Multi-Peril Property Loss
- Commercial and Residential Property Loss
- Crisis Communication
- Partnership Development

YEARS OF EXPERIENCE: 13

REGISTRATIONS & CERTIFICATIONS

- Property License: Louisiana, Mississippi, Georgia, North Carolina, South Carolina, Kentucky, Alabama, Oklahoma, Connecticut, Indiana, Rhode Island, Minnesota, Arkansas, Arizona, West Virginia, Oregon, Washington State, Utah, and Montana
- Xactimate Certification Levels 1⁻³
- Xactimate 28.1 Certification Levels 1⁻³
- Xactanalysis Administrator
- State Farm Wind/Hail Certification
- State Farm Estimating Certification
- Travelers Insurance Certification
- Liberty Mutual Certification
- Tower Hill Certification
- Citizens Certification
- Haag Certification
- Mississippi Wind/Pool
- New London County Mutual Insurance
- Danbury Insurance
- Hingham Insurance
- Earthquake Certification
- NFIP Certified
- 2-Story Steep Certified

EMPLOYMENT

- The Workforce Group (October 2017 - Present)
- Worley Catastrophe Response (2005 - 2017)
- Gibbs Construction (1996 - 2005)

TECHNICAL EXPERIENCE

Mr. Garcia is a detail-oriented and client-focused Insurance Claims Adjustment Manager with hands-on experience from the ground up. His experience includes ten years in residential construction and remodeling. He applied the knowledge gained from his decade in construction to his subsequent work in insurance claims and claims adjustment, eventually advancing to management. In his work as an adjuster he has handled multimillion dollar losses, both commercial and residential, spanning a wide variety of perils covered under property insurance. Mr. Garcia has outstanding communication skills that support him in building successful partnerships, and in developing and maintaining a positive rapport within each local community.

RELEVANT AND RELATED EXPERIENCE

Texas GLO CDBG-DR Homeowner Assistance Program (HAP) Statewide
April 2019 - Present

Program Highlights:

The Community Development Block Grant Disaster Recovery (CDBG-DR) program allows the GLO to work with local leadership on long-term housing that not only helps to rebuild a community, but lessen the cost and impact of future disasters. As recommended by HUD, the GLO will utilize a state-run model for the Homeowner Assistance Program (with the exception of the City of Houston and Harris County, both of which will develop and implement their own programs). All activities under this program will be conducted according to the GLO's Housing Guidelines which outline the limitations for repairs, environmental regulations, and other rules that the GLO must follow in administering this program.

Role: Field Manager

Responsibility:

- Damage Assessor Training/Field Inspections
- Damage Assessor SOP (Standard Operating Procedures) Training
- Damage Assessor Quality Control

Reference: Michael Varnado, Construction Specialist (Disaster Recovery)
Water Group / Water Resources / Disaster Relief | Company/Agency Name: AECOM
Email: michael.varnado@aecom.com | Telephone: 225-922-5763
Address: 7389 Florida Boulevard, Suite 300, Baton Rouge, LA 7770806

Texas GLO CDBG-DR Homeowner Reimbursement Program (HRP) Statewide,
January 2019 - Present

Program Highlights:

- \$100 million homeowner reimbursement program that reimburses applicants up to \$50,000 on eligible out of pocket repairs made as a result of Hurricane Harvey.

WFG Responsibility: As a prime, WFG leads the design of the HRP program policies and procedures and all other program operations. Responsibilities include applicant outreach and intake, eligibility review, environmental site assessments and desktop reviews, damage repair verification estimates and lead based paint inspections. The program is expected to provide assistance to approximately 4,000 applicants.

Jose Garcia



Role: Field Manager

- Damage Assessor Training/Field Inspections
- Damage Assessor SOP (Standard Operating Procedures) Training
- Damage Assessor Quality Control

Reference: Ryan Moeller | Title: Program Director | Company/Agency Name: Texas GLO
Email: Ryan.Moeller@glo.texas.gov | Telephone: 512.921.9269
Address: General Land Office, 1700 N. Congress, Austin, TX 78701

Restore Louisiana (ReLa) CDBG Program Great Floods of 2016

August 2017 – December 2017

Program Highlights:

- Program to assist thousands of applicants with rehabilitation and reconstruction from the great flood of 2016
- Manage over 50 damage assessors and QC specialists under this program. Role: Field Manager

Responsibility: Mr. Garcia managed over fifty damage assessors and QC specialists on the ReLa program in Louisiana. As Damage Assessment Manager he was instrumental in developing new policies and procedures that streamlined the process and increased production, helping the state-hired contractor meet a goal of 36,000 damage assessments.

Reference: Jeff Haley | Title: Program Manager Company/Agency Name: Office of Community Development
Email: jeff.haley@la.gov | Telephone: 225-219-9600
Address: 150 Nth 3rd St. Baton Rouge, LA 70801

East Baton Rouge Redevelopment Authority "EBRRA" CDBG Housing Rehabilitation Construction Management and Inspections

May 2018 – Present

Program Highlights:

- Providing efficiency with a one-week turnaround from time of doing damage assessment, cost estimate and Lead Based Paint inspection to NTP with Parish-hired contractors.

Role: Field Manager

Responsibility: Conduct inspections and provide construction management, including but not limited to: contractor oversight and on-site construction management services for residential properties (single-family and multi-family), and/or affordable housing units in cases where United States housing and Urban Development (HUD) funding will be used or has been used to rehabilitate and/or construct housing for low to moderate households.

Reference: Tasha Saunders | Title: Grants Administrator | Company/Agency Name: East Baton Rouge Redevelopment Authority
Email: tsaunders@ebrra.org | Telephone (225) 387-5606
Address: 620 Florida St. Ste. 110 Baton Rouge, La 70801

Worley Catastrophe Response, 2005 - 2017

Role: Lead Liaison Manager for multiple large accounts, including Liberty Mutual and Safeco.

Responsibility: Mr. Garcia's extensive and varied responsibilities for Worley Catastrophe Response are outlined by Company below.

Reference: Christopher Rice | Title: Regional Catastrophe Manager
Company/Agency Name: Liberty Mutual Insurance
Email: christopher.rice@libertymutual.com | Address: Lake Mary, FL

Reference: Mike Afflerbach | Title: Senior QA
Company/Agency Name: Liberty Mutual Insurance
Email: mike.afflerbach@libertymutual.com

Jose Garcia



Liberty Mutual Insurance for Worley Catastrophe Response

Role: Team Manager, Liaison Manager, Call Center, Training

Locations: Atlanta, GA; Massachusetts, MA; New York, NY; Rhode Island; Kentucky; Garland, TX; Chicago, IL; Denver, CO; Long Island, NY; Ohio; Arizona; Pasadena, CA; St. Louis, MO; Louisiana; Jackson, MS, Washington State; Utah; Oregon; Arkansas.

Responsibility: Mr. Garcia performed final reviews on files and assessed adjuster performance. Additionally, he assisted lead adjusters in completing all peril-related inspections, prepared daily logs, sketches, and estimates in Xactimate.

Reference: Christopher Rice | Title: Regional Catastrophe Manager

Company/Agency Name: Liberty Mutual Insurance

Email: christopher.rice@libertymutual.com | Address: Lake Mary, FL

Reference: Mike Afflerbach | Title: Senior QA

Company/Agency Name: Liberty Mutual Insurance

Email: mike.afflerbach@libertymutual.com

State Farm Insurance

Role: Manager

Locations: Waco, TX; Chicago, IL; Joplin, MO; Burnsville, MN; Earth City, MO

Responsibility: Mr. Garcia managed operations at multiple locations.

NLC Insurance

Role: Property Adjuster

Locations: Norwich, CT; Hartford, CT.

Responsibility: Mr. Garcia completed tasks associated with claim adjustment for property perils.

ATTACHMENT A
RESUMES



Angela Dahlgren

Senior Planner, NEPA Specialist
adahlgren@cfl.rr.com

FIRM

The Workforce Group, LLC
September 2019 - Present

Embry

EDUCATION

- M.S., Aeronautical Science, Riddle Aeronautical University
- B.A. University of New Orleans
- Associate – Engineering Drafting, Maryland Drafting Institute

AREAS OF EXPERTISE

- Environmental Reviews
- Governmental Affairs
- CDBG Compliance
- NEPA Compliance
- HUD Compliance
- Case Management
- Environmental Staffing

YEARS OF EXPERIENCE

24 Years

EMPLOYMENT

- Independent Contractor
2013 – 2019
- City of Minot
Disaster Recovery Program
CDM Smith
2012 - 2013
- City of Galveston
Disaster Recovery Program
CDM Smith
2010 – 2012
- CDM Smith
2007 - 2013

TECHNICAL EXPERIENCE

Ms. Angela Dahlgren has 24 years of experience in the environmental and aviation industry, with extensive knowledge of Community Development Block Grant Disaster Recovery (CDBG-DR) environmental requirements and National Environmental Protection Agency (NEPA) guidelines.

Ms. Dahlgren has served in numerous post-disaster projects. As an Environmental Reviewer in the last ten years, she has supported the CDBG-DR programs for South Carolina Disaster Recovery Office, New York City Hurricane Sandy Recovery Project; the City of Minot Recovery Program; and the City of Longmont, Colorado Staff Augmentation and the Boulder County Collaborative following the 2013 spring floods. In these roles, she served as the environmental reviewer for several large-scale infrastructure projects and tiered environmental review for all housing programs.

Previously, Ms. Dahlgren served as both the Environmental Task Leader and the Case Manager Supervisor for the City of Galveston, Texas' CDBG-DR Program, and assisted approximately 1,300 individual homeowners and property owners of small rental properties (1-4 units) throughout the city whose homes and rental units were damaged by Hurricane Ike. She was the Task Leader for the Housing and Urban Development (HUD) Environmental Review of Proposed Long-Term Workforce Housing Projects in Mississippi, where she provided regulatory guidance and support to organizations proposing projects under the Mississippi Development Authority's (MDA) Long Term Workforce Housing Program. This program aimed at stimulating recovery from Hurricane Katrina. She has also most recently managed the environmental processes and requirements for the Texas GLO Homeowner Reimbursement Program (HRP).

RELEVANT AND RELATED EXPERIENCE

North Carolina Disaster Housing Recovery Program (HRT), Hurricane Matthew and Hurricane Florence

September 2019 - Present

Program Highlights:

- Program intended to assist eligible North Carolina applicants whose primary residences were directly impacted by Hurricane Matthew

The Department of Housing and Urban Development appropriated \$236,529,000 in Community Development Disaster Recovery (CDBG-DR) funding to the State of North Carolina.

Role: Environmental Specialist

Ms. Dahlgren is responsible for providing oversight to third party environmental consultants and reviewing all third-party environmental reviews for NEPA and HUD compliance.

Reference: Vince Lintz | Title: Disaster Recovery Project Manager

Company/Agency Name: IBTS

Email: VLintz@ibts.org | Telephone: 515.490.3166

Address: 45207 Research Place, Ashburn, VA 20147

ATTACHMENT A
RESUMES

Angela Dahlgren



Hurricane Harvey Projects, Texas January 2018 – September 2019

Program Highlights:

- The U.S. Department of Housing and Urban Development (HUD) has allocated \$57.8 million in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the state of Texas in response to Hurricane Harvey.

Role: Environmental Consultant to Ardurra Group, LLC

Ms. Dahlgren was responsible for providing oversight to third party environmental consultants and reviewing Ardurra Multi-Family environmental reviews and third party single-family environmental reviews for NEPA and HUD environmental requirements at 24 CFR part 58.

Reference: Adam Faschan | Title: Project Director
Company/Agency Name: Ardurra Group
Email: AFaschan@ardurrargroup.com | Telephone: 504.432.5961
Address: 3012 26th Street, Metairie, LA 70002

South Carolina Disaster Recovery Office (SCDROO) 2015 Flood and Hurricane Matthew Projects October 2016 – January 2018

Program Highlights:

- \$96,827,000 HUD-funded project to address Repair/Rehabilitation of existing housing units and the Replacement of damaged Manufactured Housing Units (MHUs) in response to 2015 flooding.
- On October 8, 2016 disaster struck again in South Carolina with Hurricane Matthew and this program was expanded to address the resulting housing needs.

Role: Environmental Consultant to Ardurra Group, LLC

- Ms. Dahlgren was part of the South Carolina Disaster Recovery Office (SCDRO) Development Block Grant (CDBG) Disaster Recovery Program, and was responsible for creating Broad Environmental Reviews for thirteen (13) of the counties affected by the 2015 flooding. In addition, Ms. Dahlgren was responsible for creating all Tier II Environmental Reviews for each affected county.
- When Hurricane Mathew struck in 2016, Ms. Dahlgren was retained for environmental services and was responsible for creating eight (8) Broad Reviews for counties that were not included in the flood disaster allocation. In addition, Ms. Dahlgren was responsible for creating all site-specific environmental reviews for Hurricane Matthew. To date, Ms. Dahlgren has created over 3,000 Site Specific Environmental Reviews for the State of South Carolina.

Reference: Eric Fosmire | Title: Attorney
Company/Agency Name: South Carolina Disaster Recovery Program
Email: eric.fosmire@scdr.sc.go | Telephone: 844.410.8560
Address: 636 Rosewood Dr, Columbia, SC 29201

Boulder County Collaborative (BCC) Community Development Block Grant (CDBG) Disaster Recovery Program June 2014 – 2017

Program Highlights:

- Program to jointly determine county-wide unmet needs and recovery projects in response to the flood of 2013.
- The City of Longmont agreed to be the fiscal administrator for the CDBG-DR funds and responsible entity for environmental compliance on behalf of the county participants.

Role: Environmental Consultant, Hagerty Consulting, Inc.

- Ms. Dahlgren was responsible for providing oversight to third party environmental consultants and reviewing all third-party environmental reviews for NEPA and HUD compliance.

Angela Dahlgren



- Completed the Broad Environmental Review for the Boulder County Buyout/Acquisition Program and completed the site-specific environmental reviews for homes participating in the program.
- Ms. Dahlgren also responsible for completing site specific environmental reviews for projects in the Home Access program, and for creating Environmental Reviews for several large Infrastructure Projects in Lyons, Jamestown, Nederland and Longmont Co.

Reference: Deborah Siefert | Title: Director of CDBG Programs
Company/Agency Name: Hagerty Consulting
Email: deborah.siefert@hagertyconsulting.com | Telephone: 222.236.8194
Address: 350 Kimbark St, Longmont, CO 80501

City of New York Community Development Block Grant (CDBG) Disaster Recovery Program May 2013 - 2017

Role: Environmental Consultant, Hagerty Consulting, Inc.

Ms. Dahlgren was part of the City of New York Community Development Block Grant (CDBG) Disaster Recovery Program. She provided professional services in the areas of emergency management to Hagerty Consulting and its clients. Her responsibilities included:

- Project management, financial management, public assistance support, data analysis, reporting, strategic planning and facilitation.
- Responsible for creating environmental review compliance forms to be used when reviewing all NYC Build it Back Environmental Review Records and developing CDBG-DR Hurricane Sandy Environmental Policies and Procedures to be used throughout the program.
- Responsible for providing oversight to third party environmental consultants and reviewing all third-party environmental reviews for NEPA and HUD compliance.
- Reviewed over 12,000 single-family Tier II Environmental Assessments for NEPA and HUD compliance for the City of New York.

Reference: Calvin Johnson | Title: Director, Community Development Block Grant – Disaster Recovery
Company/Agency Name: New York City Office of Management and Budget
Email: CJohnson@omb.nyc.gov | Telephone: 212.788.5800
Address: 255 Greenwich St, New York, NY 10007

City of Minot Community Development Block Grant (CDBG) Disaster Recovery Program May 2012 - 2013

Role: Environmental Consultant, Hagerty Consulting, Inc.

Ms. Dahlgren served as the environmental reviewer for several large-scale infrastructure projects. In addition, she was responsible for all Section 106 submittals for all projects receiving CDBG monies.

Reference: Rebecca Jablon | Title: Environmental Manager
Company/Agency Name: CDM Smith
Email: RJablon@cdmsmith.com | Telephone: 703.691.6500
Address: 10560 Arrowhead Dr Suite 500, Fairfax, VA 22030

City of Galveston Community Development Block Grant (CDBG) Disaster Recovery Program 2010 - 2012

Role: Environmental Task Leader

This program assisted approximately 1,300 individual homeowners and property owners of small rental properties (1-4 units) throughout the city whose homes and rental units were damaged by Hurricane Ike. Ms. Dahlgren served as the Environmental Review Record (ERR) Lead. She guided team of environmental scientists and planners as they developed ERRs for each eligible site.

Angela Dahlgren



Reference: Alice T. Law | Title: Interim Director
Company/Agency Name: Galveston Grants & Housing Department
Email: alaw@galvestontx.gov | Telephone: 409.797.3820
Address: 2508 Ball Avenue, Galveston, TX 77550

City of Galveston Community Development Block Grant (CDBG) Recovery Program, Galveston, TX 2011 – 2012

Role: Case Manager Supervisor

Ms. Dahlgren guided a team of case managers through the assessment of the client's verified disaster recovery unmet needs, and with development of a goal-oriented plan that outlined the steps necessary to achieve recovery.

Reference: Alice T. Law | Title: Interim Director
Company/Agency Name: Galveston Grants & Housing Department
Email: alaw@galvestontx.gov | Telephone: 409.797.3820
Address: 2508 Ball Avenue, Galveston, TX 77550

Task Leader, HUD Environmental Review of Proposed Long-Term Workforce Housing Projects, Multiple Locations, Mississippi 2008 – 2009

Role: Task Leader

the Mississippi

Ms. Dahlgren provided regulatory guidance and support to organizations proposing projects under Development Authority's (MDA) Long Term Workforce Housing Program. The program was administered by the MDA on behalf of HUD using funds aimed at stimulating recovery from Hurricane Katrina. Ms. Dahlgren helped determine the level of environmental review required, provided assistance in preparing required environmental documents, reviewed the documents and provided guidance to ensure full compliance with HUD regulations.

Reference: Larry Schwartz | Title: Ecosystem Restoration Leader
Company: CDM Smith
Email: lschwartz@cdmsmith.com | Telephone: 407.660.2552
Address: 101 Southhall Ln Suite 200, Maitland, FL 32751

MATT MIGNEREY



PROCUREMENT MANAGER

AREAS OF EXPERTISE

- CDBG-DR Housing Construction
- Coordination with Entities
- Scheduling
- Procurement
- Operations
- Subcontractor Management
- Compliance

OVERVIEW

Mr. Mignerey has over 20 years of experience in the construction industry, with a focus on emergency response relating to procurement, scheduling, operations, subcontractor management and compliance. Over the past several years, Mr. Mignerey has provided key leadership in the execution of emergency response projects both domestically and in the Caribbean Basin. He is highly adept at rapid situational evaluation, strategy development, implementation and project performance relating to supply chain and operational performance. He has been directly involved in critical projects with comprehensive values approaching \$500.0 million.

EDUCATION

B.S. Maritime Administration
Texas A&M University at
Galveston
Galveston, TX

CERTIFICATIONS & LICENSES

- OSHA Safety Training
- USACE Contractor Quality Management

PROCUREMENT MANAGER

2016 - Present

SLSCO, Ltd.

Provides leadership and management for overall construction related tasks and functions, including physical production, supply chain management, resource phasing, administration and personnel utilization. Focused on continuous implementation of construction strategy, with strong concentration on schedule adherence, construction quality and optimal SLS and subcontractor resource utilization culminating in on-time and efficient production and mission achievement.

RELEVANT EXPERIENCE

Puerto Rico CDBG-DR Housing Recovery Program 2020 **Puerto Rico Department of Housing** *Procurement Manager*

HUD CDBG-DR funded program for permanent repairs to approximately 2,500 homes in four zones in Puerto Rico as a result of Hurricane Maria. Involves demolition, design/build construction, MEP installation, major rehabilitation, inspections, homeowner management and mitigation services.

Puerto Rico STEP & PHC Programs 2018-2019 **Puerto Rico Department of Housing** *Procurement Manager*

FEMA-funded STEP rehabilitation and minor reconstruction of over 27,500 homes in Puerto Rico following Hurricanes Maria and Irma. Included rapid repair of MEP systems, interiors and exteriors, with all work performed in a nine-month period at a rate of approximately 1,800 homes per week.

U.S. Virgin Islands STEP Program – St. John & St. Thomas, USVI 2018 **USVI Department of Housing** *Procurement Manager*

FEMA-funded STEP rehabilitation of over 1,500 homes in St. John and St. Thomas following Hurricanes Maria and Irma. Included rapid rehabilitation of MEP systems, interiors and exteriors enabling homeowners' expedited re-occupancy of homes.

Louisiana Flood Shelter-in-Place Housing Program 2016-2017 **LA Governor's Office of Homeland Security and Emergency Preparedness** **Procurement Manager**

FEMA-funded rapid rehabilitation of over 1,300 homes following massive flooding throughout greater Baton Rouge in 2016. Provided code-compliant utilities, HVAC, kitchens, hot water and temporary bathroom facilities to allow for sheltering in place until permanent repairs could be made.

New York City Build it Back Program 2015-Present **NYC Department of Design & Construction** *Procurement Manager*

HUD CDBG-DR funded program for the permanent rehabilitation and reconstruction of over 750 homes in Staten Island and Queens following Superstorm Sandy. Tasks include program and construction management and included site-built and modular home construction.

Texas GLO CDBG-DR Disaster Housing Recovery Programs 2012-Present **Texas General Land Office** *Procurement Manager*

Ongoing permanent rehabilitation, elevation and reconstruction of homes across 30+ Texas counties damaged or destroyed by Hurricanes Rita, Dolly, Ike and Harvey. Tasks include design, assessments, work scoping, scheduling, estimating, procurement, permitting, subcontractor management, homeowner relations, financial compliance, document control, client communications and construction.

BUTCH BILLINGS



CONSTRUCTION TASK LEAD

AREAS OF EXPERTISE

- CDBG-DR Housing Construction
- Housing Rehabilitation
- MHU Site Prep & Installation
- Disaster Recovery
- Coordination with Entities
- Contracts & Agreements
- Construction Management
- Health & Safety Plans
- Logistics
- Procurement
- Operations

OVERVIEW

41+ years of experience in construction industry, multi-million-dollar projects for Federal Clients, HUD Disaster Recovery, Global Oil and Gas Service companies, and Global Chemical Companies.

EDUCATION

United Association of Pipefitters/ Steamfitters
1978 – 1982

CERTIFICATIONS & LICENSES

OSHA 40-Hour Hazardous

OSHA Hazardous Waste Supervisor Training

Lock Out Tag Out

CONSTRUCTION TASK LEAD

2017 - Present

SLSCO, Ltd.

Construction Manager with 41 years' experience specializing in grass roots construction, remedial construction, process decontamination and demolition, HVAC & fire protection, architectural, mechanical, civil and electrical, and disaster housing recovery for various clients in Texas, Louisiana, New York, and Puerto Rico. Experience also includes the implementation of Health and Safety Plans and OSHA and Client rules and regulations.

RELEVANT EXPERIENCE

Puerto Rico CDBG-DR Housing Recovery Program Puerto Rico Department of Housing

2020

Construction Manager

HUD CDBG-DR funded program for permanent repairs to approximately 2,500 homes in four zones in Puerto Rico as a result of Hurricane Maria. Involves demolition, design/build construction, MEP installation, major rehabilitation, inspections, homeowner management and mitigation services.

Puerto Rico STEP & PHC Programs Puerto Rico Department of Housing

2018-2019

Construction Manager

FEMA-funded STEP rehabilitation and minor reconstruction of over 27,500 homes in Puerto Rico following Hurricanes Maria and Irma. Included rapid repair of MEP systems, interiors and exteriors, with all work performed in a nine-month period at a rate of approximately 1,800 homes per week.

South Carolina Flood Recovery Program SC Disaster Recovery Office

2016-Present

Construction Manager

CDBG-DR Housing program for the permanent rehabilitation and reconstruction of over 1,200 homes throughout South Carolina as a result of massive flooding. Work included the rehabilitation of wood framed homes, as well as the replacement of homes through modular or manufactured homes.

New York City Build it Back Program NYC Department of Design & Construction

2015-Present

Construction Manager

HUD CDBG-DR funded program for the permanent rehabilitation and reconstruction of over 750 homes in Staten Island and Queens following Superstorm Sandy. Tasks include program and construction management and included site-built and modular home construction.

Texas GLO CDBG-DR Disaster Housing Recovery Programs Texas General Land Office

2012-Present

Construction Manager

Ongoing permanent rehabilitation, elevation and reconstruction of homes across 30+ Texas counties damaged or destroyed by Hurricanes Rita, Dolly, Ike and Harvey. Tasks include design, assessments, work scoping, scheduling, estimating, procurement, permitting, subcontractor management, homeowner relations, financial compliance, document control, client communications and construction.

REYNA WILEY



FINANCE MANAGER

AREAS OF EXPERTISE

- CDBG-DR Housing Programs
- Management Information Systems
- Accounts Receivable
- Accounts Payable
- Project Controls
- Auditing
- Budget Tracking
- Compliance & Reporting
- Project Management

OVERVIEW

Ms. Wiley has in excess of 17 years of progressive experience in management information systems (MIS), accounts receivable, accounts payable, project controls, and company finance activities. Ms. Wiley's experience includes finance, accounting, and auditing experience with municipal funds and on large HUD funded CDBG-DR programs. Ms. Wiley's experience since 2013 has exclusively focused on CDBG-DR housing programs in Texas, New York City, and South Carolina.

EDUCATION

B.A. - Business Administration
Management Information Systems and Supply Chain Management
Texas A&M University
College Station, TX

FINANCE MANAGER

2015 - Present

SLSCO, Ltd.

Provides comprehensive financial leadership for SLS Housing Operations. Directs a team of dedicated professionals in CDBG-DR account management. Responsible for planning and executing all financial program functions, including receivables, payables, reporting, budget tracking, compliance and client relations.

RELEVANT EXPERIENCE

CM/Design/Build for Hurricane Sandy Community Recovery NYC Department of Design and Construction (DDC)

2015-2020

Finance Director

SLS' \$366M contract with the DDC which is aimed at restoring or replacing Superstorm Sandy damaged homes in a HUD funded CDBG-DR program administered by New York City. Responsible for cash flow and all financial aspects of the federally funded CDBG-DR program including receivables, payables, reporting, and budget tracking. Coordinates with clients on reporting requests, contract amendments, and resolution of billing related matters. Responsible for management of the Subcontractor Payment Fund, a construction imprest account created by the City of New York for the Build-It-Back Program. Oversees a team of accounting staff and has established a system of internal controls and processes to maintain compliance with company financial policies and procedures. Routinely interfaces with design subcontractors and construction general contractors regarding contract compliance, invoicing, and payment inquiries.

Community Development Block Grant Disaster Recovery (CDBG-DR) Rounds 1 and 2.2 Housing Program, City of Galveston, TX Texas General Land Office (GLO)

2011-2015

Project Controls Manager

Project Controls Manager for the City of Galveston Round 2.2 Disaster Recovery Housing Program that included \$99M in construction of nearly 350 single-family homes. Responsible for the financial analysis and project controls functions these contracts with the Texas General Land Office where funding was provided by the HUD Community Development Block Grant (CDBG) Disaster Recovery Program. Developed and maintained cost tracking tools to assist with project budgeting, earned value analysis, and forecasting. Provided ongoing cost estimating, scheduling support, and variance analysis. Created weekly reports that demonstrated performance and financial changes to the project as well as the projected future impact of these changes. Coordinated and worked closely with program management, subcontractors, procurement, production, and field teams in multiple offices to ensure effective communication of project status updates, identifying and resolving issues in a timely manner.

URS Corporation

Project Accounting Specialist

Maintained project account receivables, prepared monthly invoices and account reconciliations. Tracked revenue, posted journal entries and managed project non-billable expenses. Interfaced with project teams and clients, ensuring prompt and successful problem resolution. Coordinated and worked closely with other departments regarding project-related issues and discrepancies; provided reports and account analysis for senior accounting management as needed.

SHERYL BLAIR



DOCUMENT CONTROL MANAGER

AREAS OF EXPERTISE

- CDBG-DR Housing Programs
- Government Contracting
- Document Control
- Accounting
- Scheduling
- Compliance & Reporting
- Project Management

OVERVIEW

Ms. Blair has over 25 years of experience in the construction industry, with a specific focus on contract administration, purchasing, accounts receivable, accounts payable, document control, scheduling and administrative staff management. She has focused experience with federal and state funded programs and almost exclusively administers rapid repair and rehabilitation contract programs.

EDUCATION

Bachelor of Science
Business Administration
College of the Mainland
Texas City, Texas
1984

DOCUMENT CONTROL MANAGER

2011 - Present

SLSCO, Ltd.

Responsibilities include contract administration, subcontractor management, document control and personnel management for various programs providing permanent and temporary repairs to homes affected by hurricanes and disasters.

RELEVANT EXPERIENCE

Florida CDBG-DR Housing Recovery Program FL Dept. of Economic Opportunity

2019-Present

Contract Executive

HUD CDBG-DR funded program for repairs and rehabilitation to 95+ homes impacted by Hurricanes Irma and Matthew. Tasks included design, assessments, work scoping, scheduling, estimating, procurement, permitting, subcontractor management, homeowner relations, financial compliance, document control, client communications and construction.

Puerto Rico STEP & PHC Programs Puerto Rico Department of Housing

2018-2019

Contract Executive

FEMA-funded STEP rehabilitation and minor reconstruction of over 27,500 homes in Puerto Rico following Hurricanes Maria and Irma. Included rapid repair of MEP systems, interiors and exteriors, with all work performed in a nine-month period at a rate of approximately 1,800 homes per week.

South Carolina Flood Recovery Program SC Disaster Recovery Office

2016-2018

Contract Executive

CDBG-DR Housing program for the permanent rehabilitation and reconstruction of over 1,200 homes throughout South Carolina as a result of massive flooding. Work included the rehabilitation of wood framed homes, as well as the replacement of homes through modular or manufactured homes.

Louisiana Flood Shelter-in-Place Housing Program

2016-2017

LA Governor's Office of Homeland Security and Emergency Preparedness Document Control

FEMA-funded rapid rehabilitation of over 1,300 homes following massive flooding throughout greater Baton Rouge in 2016. Provided code-compliant utilities, HVAC, kitchens, hot water and temporary bathroom facilities to allow for sheltering in place until permanent repairs could be made.

New York City Rapid Repairs Program NYC Department of Environmental Protection

2012-2013

Document Control

FEMA-funded rapid repair of over 2,000 homes in Staten Island and Queens following Superstorm Sandy. Tasks included demolition, mechanical, HVAC, plumbing and electrical repairs.

Texas GLO CDBG-DR Disaster Housing Recovery Programs Texas General Land Office

2012-Present

Document Control

Ongoing permanent rehabilitation, elevation and reconstruction of homes across 30+ Texas counties damaged or destroyed by Hurricanes Rita, Dolly, Ike and Harvey. Tasks include design, assessments, work scoping, scheduling, estimating, procurement, permitting, subcontractor management, homeowner relations, financial compliance, document control, client communications and construction.

ATTACHMENT B
ACCEPTANCE AND ASSUMPTIONS

May 11, 2021

Janell Bonilla
Assistant Deputy Director, Operations
Housing & Community Development
2020 W. El Camino Avenue, Suite 350
Sacramento, CA 95833

Re: California CDBG-DR Housing Contract 20-CDBGDR-17-002

Ms. Bonilla,

SLS is in acceptance of terms discussed last week regarding the above referenced contract. We appreciate your diligence in working with us, and we are ready to get started. This letter shall serve to memorialize what we have agreed to, as well as the assumptions we have used to reach the mutually accepted price for our services. We would ask that this letter be included as an exhibit to the executed and recorded contract.

1. Pricing: Our agreed upon pricing shall be \$47,627,500.00 for the first term (Years 1-3), with option period pricing (Years 4-6 and Years 7-9) as reflected on the agreed upon Cost Proposal Form attached to this letter.
2. Assumptions: The following assumptions provide clarification regarding our services.*
 - General Contractors (GC's) are responsible for site safety, and this requirement will be in their contract(s). CM (SLS) is not responsible for safety visits other than during pay point inspections.
 - General contractors are responsible for daily site conditions and will provide to CM the following:
a) daily/weekly site pictures; and b) daily documentation of site conditions
 - SLS will conduct milestone site visits (pay point/required inspections) only. Visits required outside of regular milestone visits will occur only in the event of unforeseen site condition resolution or as required by an engineer. If pay point inspections are failed by GC's, the GC will be required by contract to pay CM for re-inspection fees.
 - Due to the current COVID-19 health crisis and the virtual/remote workplace trend, SLS will increase and take advantage of virtual office options and shall have limited local office requirements with HCD in order to assist construction activities. Site inspectors and required "in-person" personnel will be located in California, but as much "back office" work as possible will be performed virtually.
 - GC's will be responsible for construction permitting costs, and these costs will be pass-through construction costs.
 - Based on recent discussions with HCD regarding personnel requirements and the cost reduction agreed to by SLS, the previously submitted organization chart does not apply. SLS will adjust the staffing model to meet the reductions noted by HCD.
 - Future team meetings with HCD will be held virtually.
 - When possible and under the assumption that Grant Agreements and related documents can be handled through DocuSign or equivalent means, meetings with homeowners will be held virtually.

ATTACHMENT B
ACCEPTANCE AND ASSUMPTIONS

- In cases of applicant withdrawal, selection of Solution 2 (CYOC), or the selection of any alternate pathways (MHU or Modular) at any time in the process, SLS will be reimbursed for all completed activities in the scope of services and schedule of values. These will include, but not be limited to, inspections, work scope assessments, environmental reviews, LBP inspections/tests, asbestos inspections/tests, architecture expenses, and engineering expenses.

Thank you.

Regards,



Josh Hulen
Senior Vice President
SLSCO, Ltd.

*In the event of any conflicts between Exhibit A and the terms of this Attachment B, then such conflicts shall be resolved in favor of Exhibit A.